

The Tulalip Tribes of Washington



The Consolidated Borough of Quil Ceda Village

**Bid Package #18-001 – The Plant Farm Clean Up
Project**

ADDENDUM NO. 1 – January 30, 2018
to
Request for Bid Proposals

The Tulalip Tribes of Washington

ADDENDUM NO. 1 – January 30, 2018

Sealed bid proposals will be received by the Tulalip Tribes of Washington, at the Project Development & Management Office located at 8802 27th Avenue NE, Tulalip, WA 98271-9694 for the following Project:

Project No. QCV-CP-18-001
The Plant Farm Clean Up Project
Tulalip, Washington

Related to Request for Bid Proposals
Bid Package #18-001 – The Plant Farm Clean Up Project

until Tuesday February 13, 2018 at 2:00 p.m., at which time all bids will be opened and read aloud. All required bid documentation shall be submitted to the front desk receptionist at the QCV – Administrative Office located at 8802 27th Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED. BID DATE AND TIME REMAIN UNCHANGED.

This Addendum is being issue to provide clarifications to certain Bid Document related issues and or questions received from potential Bidders related to the above Project(s). Submitted Request for Bid Proposals shall conform to the requirements of this Addendum. Unless specifically changed and or amended by this Addendum all other requirements, terms and conditions of the Bid Documents and any previous addenda shall remain unchanged.

1. The following changes, additions, and or deletions to the Bid Documents dated January 17, 2018 hereby become a part of the Bid Documents.
2. Notify all Subcontractors affected by this Addendum.
3. It is essential that prospective Bidders note the contents of this Addendum and the Tulalip Tribes of Washington be made aware the Addendum has been received. Therefore, Bidder shall acknowledge receipt of this Addendum on the Request for Bid Proposal form.

CLARIFICATIONS

1. Washington State sales tax is applied to this project.
2. Smaller greenhouses will be stripped of plastics while the metal and wood structures will remain.
 - a. Materials inside connecting structures of the greenhouses will be removed and conduit will be cut and capped at the slab.
 - b. Heaters will be removed from all nine (9) greenhouses by contractor and stored onsite in provided intermodal container.
3. Heaters shall be removed from the large greenhouse and stored in the owner provided intermodal container.
4. The entire addition to the main greenhouse is to be demolished and removed by contractor.
5. Fence Line around main greenhouse to be removed. The fence line consists of arborvitae trees, barbed wire and chain-link fence. Barbed wire and chain-link to be removed and disposed of by contractor, arborvitae are to be cut at ground level and piled on site.

6. The main greenhouse siding will be removed to the roof line, with roofing material to remain.
7. The main greenhouse rolling doors will remain and be pinned in the open position by contractor.
8. Case work in the main greenhouse to be removed by contractor.
9. Lattice wall decorating the interior of the main greenhouse to remain.
10. Wooden framework decorating the entrance of the main greenhouse to remain.
11. Concrete slab and ramps around portables to remain
12. Any testing required for any portion of the project shall be the responsibility of the contractor.
13. The intermodal container that currently contains chemicals related to previous operations of the facility, shall remain in its current location and shall be used for storage of heaters taken from greenhouses.

SPECIFICATIONS

1. N/A

DRAWINGS

1. Site As-builts pages 1-8

ATTACHMENTS

1. Pre-Bid Meeting Sign-In Sheets – Pages 1 thru 1.
2. Pre-Bid Meeting Topics of Discussion dated January 25, 2018 – Pages 1 thru 4.
3. Updated Request for Bid – Pages 1 thru 4.
4. As-builts – Pages 1 thru 8
5. Site Photo Presentation – Pages 1-9
6. Updated contract agreement – Pages 1 thru 13

END OF ADDENDUM NO. 1




THE CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE

Bid Package No. 18-001 – The Plant Farm Clean Up Project

January 25, 2018

PRE-BID MEETING SIGN-IN

COMPANY NAME	ATTENDEE NAME	TELEPHONE / FACSIMILE	EMAIL	SCOPE OF WORK	PRIME OR SUB
Quil Ceda Village	Jerad Eastman	T: (360) 716-5023 F:	jeastman@tulaliptribes-nsn.gov	QCV – Project Manager	Owner
 Quil Ceda Village	Cameron Reyes	T: (360) 716-5060 F: (360) 716-0052	cameronreyes@tulaliptribes-nsn.gov	QCV – Property Manager	Owner
SEI	Tony Sheldon	T: 425-588-8829 F:	sheldont205@qdc.com	Other	Prime
Channing A Service	Alex Umerez	T: 425-377-5141 F:	channinga.service@gmail.com		
Gobin Construction Company LLC	Nick Gobin	T: 360-631-7639 F:	nick.gobin@construction@gmail.com		Prime
JAG CORP	Scott Raop	T: 425-512-3144 F:	scott@jagcorporation.com	General Ops manager	Prime
Reece construction	Dosh Scheneman	T: 360-659-4600 F:	josh@reece-construction.com		Prime
QCV	Lukas Reyes	T: 360-716-5022 F:	lreyes@tulaliptribes-nsn.gov		
		T: F:			

Quil Ceda Village Council

Melvin Sheldon, Jr., President
Bonnie Juneau, Council Member
Jared Parks, Council Member



**The Consolidated Borough of
Quil Ceda Village**

8802 27th Avenue NE, Tulalip, WA 98271-9694
360-716-5000 Phone • 360-651-4249 Fax

Quil Ceda Village Administration

Martin Napeahi, General Manager
Nina Reece, Administrative Director

BID PACKAGE NO. 18-001 – THE PLANT FARM CLEAN UP PROJECT

**PRE-BID MEETING TOPICS OF DISCUSSION
January 25, 2018**

1. The Construction Manager representing the Tulalip Tribes is: Jerad Eastman
The Field Representative representing the Tulalip Tribes is: Cameron Reyes
2. Since there is a reasonable expectation that two or more certified Tulalip Tribal Member Businesses (i.e., Bidders) are likely to submit responsive bids the Request for Bid Proposals will be restricted to certified Tulalip Tribal Member Businesses (i.e., Bidders) only. Bidders or persons and entities submitting bid proposals shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified Tulalip Tribal Member Business with their Bid. Lower-tiered contractors and or material suppliers are encouraged to submit their bid quotations to a certified Tulalip Tribal Member Businesses (i.e., Bidder).
3. TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
Native American Preference related to contracting, subcontracting and suppliers in the project is required. Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO CODE which provides Indian preference in contracting goods and services. Additionally, The Tulalip Tribes Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO CODE and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment. Bidders shall comply with this Code and the rules, regulations and orders of the TERO Commission. For more information about The Tulalip TERO Code, contact the Tulalip Tribes' TERO Department at 6406 Marine Dr., Tulalip, WA 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: <http://www.tulaliptero.com/>
 - a) Bidders are encouraged to familiarize themselves with the Tulalip Code, Chapter 9.05 – TERO CODE regarding giving preference to Indians in hiring promotions, and providing Indian preference in contracting goods and services.
4. All pre-bid questions and clarifications should be made in writing to the Construction Manager no later than Five (5) calendar days prior to bid opening. Be sure to include in the address of the correspondence the words "PRE-BID QUESTION." If the Construction Manager determines that an interpretation or clarification is warranted, the Construction Manager shall issue an Addendum and provide a copy to each person of record holding Contract Documents .
5. Any Proposed Equal for a Standard shall be submitted to the Construction Manager no later than five (5) days prior to the bid opening. If no Addendum is issued accepting the Proposed Equal, the Proposed Equal shall be considered rejected.

6. Any interpretation or clarification of the Contract Documents made by any person other than the Construction Manager, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.
7. Sealed bids will be received until Monday, February 05, 2018 at 2:00 PM. All required bid documentation shall be submitted to the front desk receptionist at the QCV – Administrative Office located at 8802 27th Avenue NE, Tulalip, WA by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.
8. BID FORM
 - a) Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope.
 1. Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract.
 2. Unless the Bidder withdraws the bid with a request in writing and the request is received by the Tulalip Tribes of Washington prior to the time of bid opening, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
 - b) The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil. Bidder may elect to submit a Bid on an individual or multiple Bid Packages as Bidder deems appropriate.
 1. The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.
 2. Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.
9. REQUIRED SUBMITTALS WITH BID FORM
 - a) A Bidder shall be rejected as nonresponsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:
 1. If the Bid is restricted to Tulalip Tribal Member Businesses, Bidder shall submit evidence of certification from the Tulalip Tribes' TERO office as being a certified, qualified Tulalip Tribal Member-owned Business.
10. BID OPENING
 - a) Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read and the tabulation made public.
 - b) The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.
 - c) The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

11. BID EVALUATION PROCEDURE

The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington. In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington requests and determines to accept. The total of the bids for accepted Unit Price(s), if any, will be added to the Base Bid for the purpose of determining the lowest Bidder.

Base Bid:

Bidders shall include all materials, equipment, supervision, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of the Work complete.

The Tulalip Tribes of Washington reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.

12. FINAL SELECTION

The Tulalip Tribes of Washington intend to select the Bidder with the lowest responsive and responsible Bid Proposal. Final selection shall be at the sole discretion of the Tulalip Tribes' Board of Directors. While it is the expressed intent of the Board of Directors to select the Firm with the lowest responsive and responsible Bid Proposal, the Tulalip Tribes reserve the right to select any responsive and responsible Firm they determine.

13. RIGHT OF REJECTION

The Tulalip Tribes of Washington reserves the right to reject any and all proposals and the right to elect not to proceed with the project.

14. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid after the bid has been received by the Tulalip Tribes of Washington, provided the Bidder makes a request in writing and the request is received by the Tulalip Tribes of Washington prior to the time of the bid opening, as determined by the Tulalip Tribes of Washington. After the time of the bid opening, no bids may be withdrawn. All bids shall remain valid and open for acceptance for a period of 60 days after the bid opening.

15. NOTICE OF INTENT TO AWARD

Upon the opening and review of the submitted Bid Proposals, The Tulalip Tribes shall issue a Notice of Intent to Award to the Selected Bidder. The Notice of Intent to Award will include the Contract Form to be signed by the Bidder and a request for additional documentation required for Contract Execution. Such request will include documentation such as a Certificate of Insurance for Insurances required by the Contract Documents, Business Licenses, and other documents relevant to the Contract.

16. NOTICE TO PROCEED

The Tulalip Tribes of Washington may issue the Notice to Proceed on the Project concurrently with the Notice of Intent to Award. If certain portions of the Project require an earlier start, then The Tulalip Tribes of Washington may issue a Limited Notice to Proceed for the specific work to be performed.

17. BID PROPOSAL FORMS

- a) Bid Package No. 18-001 – THE PLANT FARM CLEAN UP PROJECT

18. SCOPE OF WORK

- a) Bidders are encouraged to review SCOPE OF WORK in the Request for Bids and familiarize themselves with additional requirements and or clarifications related to work being considered to be bid by Bidder.

19. SCHEDULE

The Tulalip Tribes anticipates the Bid, Contract Award, and Construction Schedule will be as follows:

RFB Issued	January 18, 2018
Pre-Bid Meeting	January 25, 2018
Bid Due Date	2:00 PM February 05, 2018
Anticipated Notice to Proceed	February 12, 2018
Substantial Completion	March 05, 2018

OTHER TOPICS:

- ☐ Permitting through the City of Marysville
- ☐ TERO Fee Responsibility – Contractor
- ☐ Fabric Structure procedure
- ☐ Site Access

REQUEST FOR BID PROPOSAL

REQUEST FOR GENERAL CONSTRUCTION SERVICES

FOR

THE PLANT FARM CLEAN UP PROJECT

Project No. QCV – CP 18-001
Bid Package –18-001 The Plant Farm Clean Up Project
Tulalip, Washington

INTRODUCTION

The Tulalip Tribes of Washington ("Tribes") is soliciting construction firms ("Bidders") with experience in brush cutting and commercial landscaping. Bidders must have the ability to provide the full-range of services necessary to complete the Project.

The Request for Bid Proposal is restricted to certified Tulalip Tribal Member Businesses (i.e., Bidders) only. The Tulalip Tribes' TERO Office will verify that Bidders, who submit a Bid Proposal, are certified Tulalip Tribal Member Businesses. Bidders shall include with their Bid Proposal evidence of certification from the Tulalip Tribes' TERO office.

Native American Preference related to contracting, subcontracting and suppliers in the project is required. Bidders shall abide by The Tulalip Code, Chapter 9.05 – TERO CODE which provides Indian preference in contracting goods and services. Additionally, The Tulalip Tribes Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO CODE and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment. Bidders shall comply with this Code and the rules, regulations and orders of the TERO Commission. For more information about The Tulalip TERO Code, contact the Tulalip Tribes' TERO Department at 6406 Marine Dr., Tulalip, WA 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: <http://www.tulaliptero.com/>

SUBMITTAL DEADLINE AND REQUIREMENTS

Bid Proposals must be received at the Consolidated Borough of Quil Ceda Village's – Project Development & Management Office no later than 2:00 p.m. on February 13, 2018. Submittals sent by mail or courier shall be sent to the address below and must be delivered to the Contract and Procurement Office by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Consolidated Borough of Quil Ceda Village
Project Development & Management Office
Attention: Jerad Eastman
8802 27th Avenue NE
Tulalip, WA 98271-9694

Bidders shall submit bids on the provided Bid Proposal Form sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope. The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil. Alterations or erasures of items filled in on the

Bid Form shall be initialed by the Bidder in ink. Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract. Bid Bonds and Contract Bonds are not required.

Any addenda issued for this RFB will be distributed to the Bidders listed on the Pre Bid Meeting Sign-In Bidders List. Interested Firms are responsible for checking for any addenda by contacting the QCV Project Development and Management Office (listed above).

PRE-BID MEETING

A Mandatory Pre-Bid Meeting and site walk will be held on January 25, 2018 at 10:00 a.m., at the following location:

Quil Ceda Village – Administration Office
8802 27th Avenue NE
Tulalip, WA 98271-9694

All interested firms are encouraged to attend the mandatory Pre-Bid Meeting and to visit the project site in order to acquaint themselves with the local conditions under which the work will be performed and to obtain personal observations of the project site.

SCOPE OF WORK

The Plant Farm Clean Up Project will consist of brush cutting, removal of loose debris throughout site and internal sprung structures, removal of plastic sheeting from sprung structures as depicted in Exhibit A attached hereto, beatification of site for future commercial use and more specified below. See attached site map.

Work includes but is not limited to:

1. ~~Contractor shall provide the labor, equipment and tools to brush cut fields and against building structures and brush cut ditches parallel with railroad to improve drainage and reduce blockage.~~
2. Contractor shall provide the labor, equipment and tools to remove and dispose of plastic sheeting and wood material from the nine (9) sprung structures. Heaters located inside the structures are to be completely removed and stored onsite in designated intermodal container. ~~and deconstruct sprung structure and provide storage for materials on site.~~
3. Contractor shall provide the labor, equipment and tools to remove and dispose of electrical panels and remove any materials left over from the greenhouse operation inside the two (2) connecting structures of the smaller greenhouses. Any conduit in connecting structure shall be cut and capped at ground level.
4. Contractor shall provide the labor, equipment and tools to remove and dispose of plastic sheeting on the main greenhouse structure up to the roofline of the structure. Rolling doors on the main greenhouse are to remain and be pinned in the open position for future use.
5. Contractor shall provide the labor, equipment and tools to remove and store the entire heating units located in the large greenhouse, in the designated intermodal container.
6. Contractor shall provide the labor, equipment and tools to demolish restrooms and office spaces including the roof structures that makeup the addition to the main greenhouse building.
7. Contractor shall provide the labor, equipment and tools to remove and dispose of the casework inside the large greenhouse.
8. Contractor shall provide the labor, equipment and tools to remove and dispose of the main greenhouse fence line. The fence line consists of hedges, barbed wire and chain

- link fence. The barbed wire and chain link fencing are to be removed and disposed of. Hedges are to be cut at ground level and piled on site.
9. Contractor shall provide the labor, equipment, tools and testing required to demolish and remove the two (2) existing modular buildings onsite. The modular buildings concrete slab and ramp are to remain.
 10. Contractor shall provide the labor, equipment and tools to demolish and remove the existing structure made of intermodal containers and wood located on the Northwest corner of the property. Contractor shall maintain southernmost container to utilize for storage of chemicals and heating units.
 11. Contractor shall provide the labor, equipment and tools to remove and dispose of existing signage structures on frontage road.
 12. Contractor shall provide the labor, equipment and tools to beautify entrance by removing weeds, hedging, and bark at entry point.
 13. Contractor shall provide the labor, equipment and tools to hedge all hedges within pad site.
 14. Contractor shall provide the labor, equipment and tools to remove and dispose all loose debris from pad site.
 15. Contractor shall provide the labor, equipment and tools to street sweep drive lanes.
 16. All equipment used in the performance of this Work shall conform and be maintained and operated in strict accordance with all current and applicable environmental requirements and standards.

General Conditions of the Work includes but is not limited to:

1. Contractor shall protect existing improvements from damage during the performance of Work. Any adjacent property, including without limitation structures, roads, walks, light poles, signage or other improvements, damaged during the Contract Work shall be properly repaired or replaced at the Contractor's expense.
2. Contractor shall assume full responsibility for protection and safekeeping of equipment stored on-site.
3. Contractor shall be responsible for daily site clean-up.
4. Contractor shall be responsible for the removal and disposal of all debris and rubbish generated by the Contract Work.
5. Contractor shall take precautions and shall be responsible for the safety of individuals on the Project and shall comply with all applicable provisions of tribal, state and federal safety laws and codes to prevent injury to persons on or adjacent to the Project.
6. Contractor shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures for all portions of the Contract Work.
7. Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed. The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.
8. Contractor shall review the attached Contract Form for additional General Conditions of the Work, Insurance Requirements, and other Contract Requirements.

BID EVALUATION CRITERIA

The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington. In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington requests and determines to accept. The total of the bids for accepted Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.

Base Bid:

Bidders shall include all materials, equipment, supervision, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of the Work complete.

The Tulalip Tribes of Washington reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.

FINAL SELECTION

The Tulalip Tribes of Washington intend to select the Bidder with the lowest responsive and responsible Bid Proposal. Final selection shall be at the sole discretion of the Tulalip Tribes' Board of Directors. While it is the expressed intent of the Board of Directors to select the Firm with the lowest responsive and responsible Bid Proposal, the Tulalip Tribes reserve the right to select any responsive and responsible Firm they determine.

RIGHT OF REJECTION

The Tulalip Tribes of Washington reserves the right to reject any and all proposals and the right to elect not to proceed with the project.

SCHEDULE

The Tulalip Tribes anticipates the Bid, Contract Award, and Construction Schedule will be as follows:

RFB Issued	January 18, 2018
Mandatory Pre-Bid Meeting	January 25, 2018
Bid Due Date	2:00 PM February 13, 2018
Anticipated Notice to Proceed	February 15, 2018
Substantial Completion	March 22, 2018

Questions may be delivered by U.S. mail, by facsimile, or by electronic mail. All requests for interpretation shall be brought to the attention of the Construction Manager in writing no later than 4:00 PM on January 30 2018. Questions should be addressed to:

Jerad Eastman
Associate Project Manager
Quil Ceda Village
8802 27th Ave NE
Tulalip, Washington 98271
jeastman@tulaliptribes-nsn.gov
Phone: (360)716-5023
Cell: (360) 618-2404
Fax: (360)716-0059

ATTACHMENTS

1. Proposal Form
2. Contract Agreement
3. Site Map

600' R.O.W.
F.R. DATA OBTAINED
FROM THE CITY OF
HARTSVILLE (10/22/2002)

SR. 5
PORTLAND STATE HIGHWAY NO. 1
(OUTLETA CREEK TO PORTAGE CREEK)
(SHEET B OF 2B)

TRAIN LINES AVENUE

351.42' RETAIL SIGN
THE PLANT FACTORY

50' E.R. DRAINAGE
& SLOPE EXHIBENT
APRIL 20/02/2003/0
53571 50 FT

PARCEL 2
BLA 03-005
A.F.N. 200307155002

SANITARY SEWER PER
CITY OF HARTSVILLE
LANDSCAPE
OVER CROSSING
SHEETS 63-45 OF 63.2

CONCRETE
30TH AVENUE NE

PARCEL 1
BLA 03-005
A.F.N. 200307155002

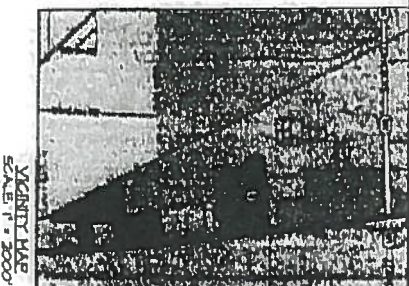
BLA LOT 1
31053200101100

PARCEL 3
BLA LOT 10
31053200101100

PARCEL B
BLA LOT 4
31053200101600
3102225 50 FT

PARCEL D
BLA LOT 5
3105320010400
9001241 50 FT

INDEX MAP
N 1/4
S 1/4
E 1/4
W 1/4



SECTION 32, T1P31 N, R6E, D5 E, 1/4

31051200103200

31053200103300

31053200103400

31053200103500

31053200103600

31053200103700

31053200103800

31053200103900

31053200104000

31053200104100

31053200104200

31053200104300

31053200104400

31053200104500

31053200104600

31053200104700

31053200104800

31053200104900

31053200105000

31053200105100

31053200105200

31053200105300

31053200105400

31053200105500

RECOVERED
0.25' BELOW GRADE
IN HARTSVILLE CASE
LAST VISITED 2003
ACCEPTED POSITION

FIELD, FLOOD INSURANCE RATE MAP
ZONE X1, DETERMINED TO BE OUTSIDE OF 2% ANNUAL FLOOD
FLOODPLAIN

SECTION 32, T1P31 N, R6E, D5 E, 1/4



SURVEYORS CERTIFICATE
TO TULALUP TRIBES OF WASHINGTON, STATE PROPERTIES, LLC, A
LIMITED LIABILITY COMPANY, AND CHICAGO TITLE COMPANY
OF WASHINGTON
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH
IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 WASHINGTON
STANDARD DETAIL REQUIREMENTS FOR SURVEYS ON WHICH
JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND WERE THAT SURVEYS
124611A, 11B AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS
COMPLETED ON 2/11/2014.

DATED THIS 3RD DAY OF MARCH 2014

2014

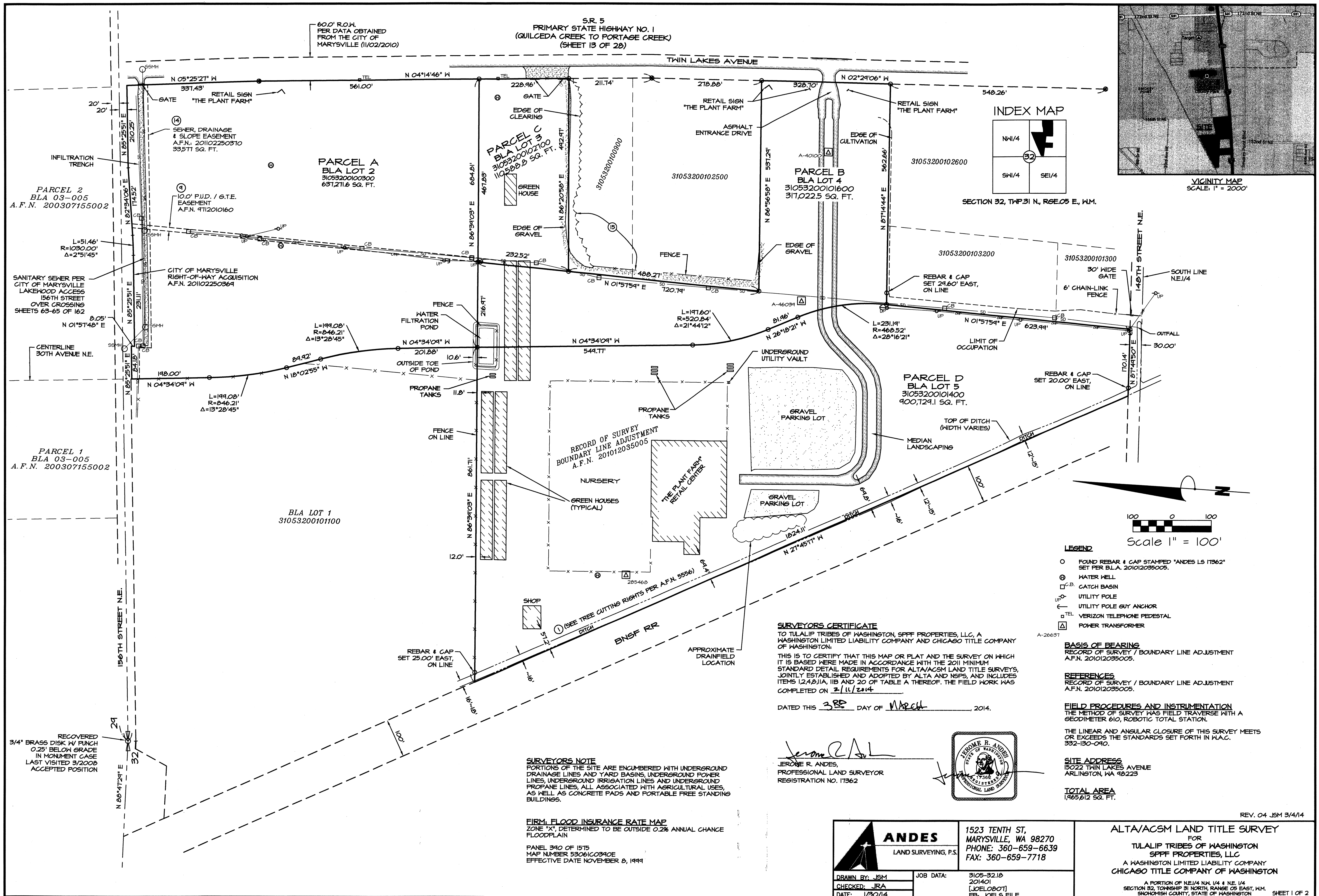
FIELD PROCEDURES AND INSTRUMENTATION
THE METHOD OF SURVEY AND FIELD INSTRUMENTS USED WITH A
GEODETIC 6.0 ROBOTIC TOTAL STATION
THE LINEAR AND ANGULAR CLOSURE OF THIS SURVEY WERE
332.130 0.00
332.130 0.00
SITE ADDRESS
3022 TRAIN LINES AVENUE
HARTSVILLE, WA 98023
TOTAL AREA
19550.2 50 FT

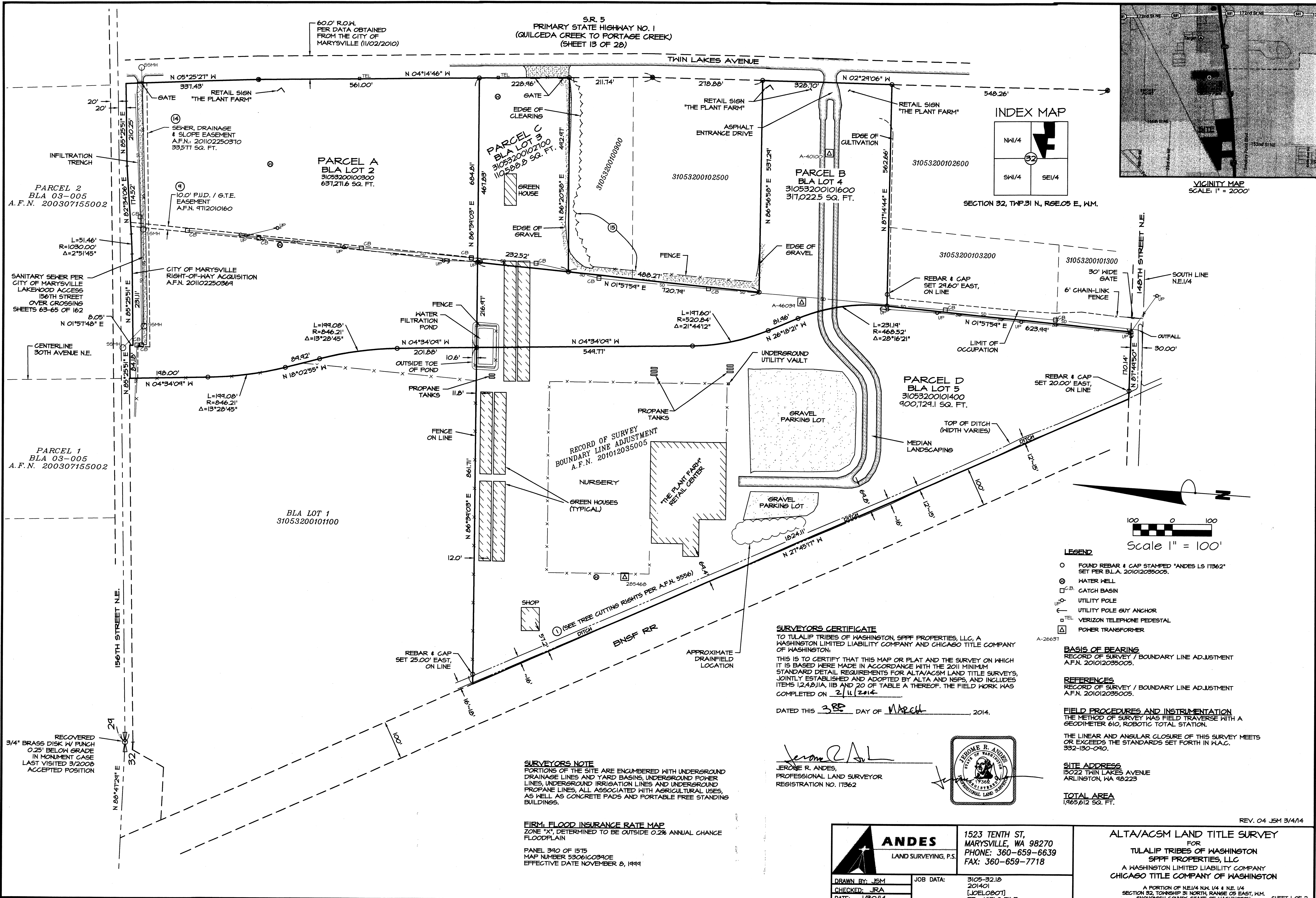
LEGEND
0 ROAD REBAR & CAP STAKED, VANCE 15 17602
1 WATER WELL
2 CATCH BASIN
3 UTILITY POLE
4 UTILITY POLE FOR NATURE
5 UTILITY POLE FOR POWER
6 POWER TRANSFORMER

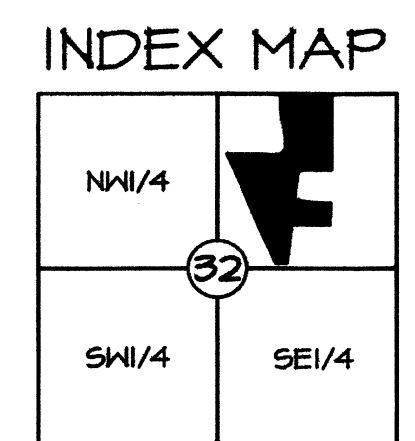
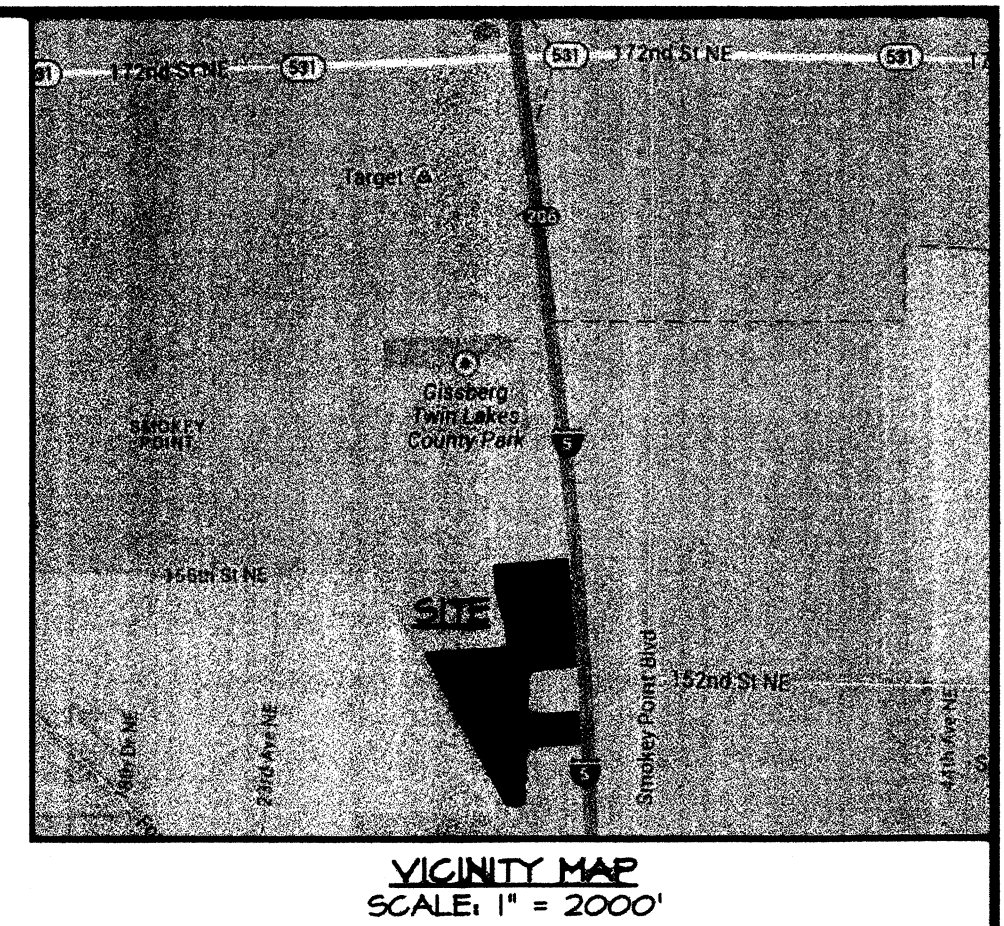
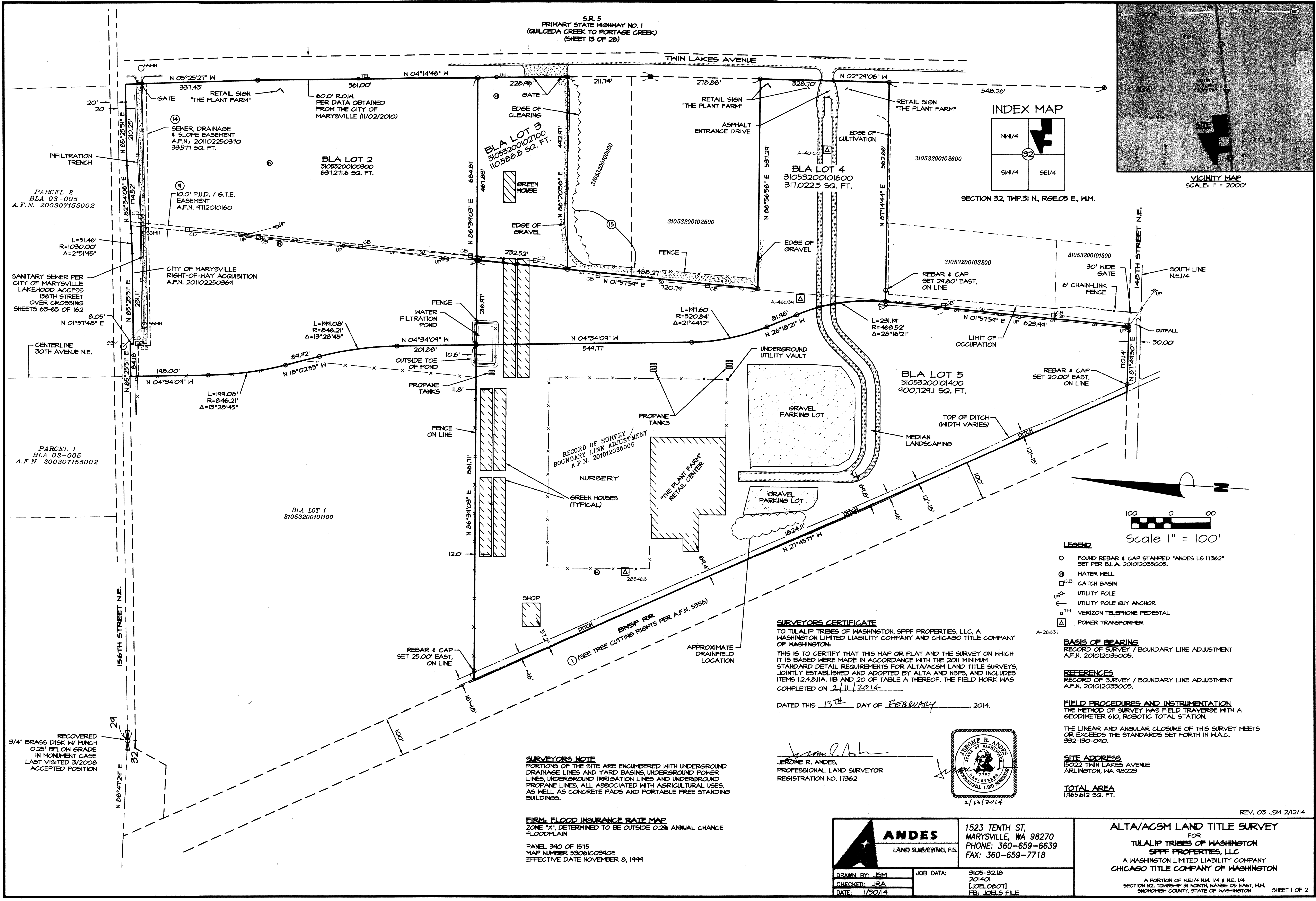
Scale 1" = 100'

ANDERSON
LAND SURVEYING, P.S.
1523 TENTH ST.
HARTSVILLE, WA 98020
PHONE: 360-659-6539
FAX: 360-659-7718

ALTA/ACSM LAND TITLE SURVEY
FOR
TULALUP TRIBES OF WASHINGTON
STATE PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
CHICAGO TITLE COMPANY OF WASHINGTON
A PORTION OF WASHINGTON STATE







Scale 1" = 100'

- LEGEND**
- FOUND REBAR & CAP STAMPED "ANDES L5 17362" SET PER B.L.A. 201012035005.
 - ⊙ WATER WELL
 - ⊠ CATCH BASIN
 - ⊙ UTILITY POLE
 - ⊙ UTILITY POLE GUY ANCHOR
 - ⊙ VERIZON TELEPHONE PEDESTAL
 - ⊙ POWER TRANSFORMER

BASIS OF BEARING
RECORD OF SURVEY / BOUNDARY LINE ADJUSTMENT
A.F.N. 201012035005.

REFERENCES
RECORD OF SURVEY / BOUNDARY LINE ADJUSTMENT
A.F.N. 201012035005.

FIELD PROCEDURES AND INSTRUMENTATION
THE METHOD OF SURVEY WAS FIELD TRAVERSE WITH A GEODIMETER 610, ROBOTIC TOTAL STATION.
THE LINEAR AND ANGULAR CLOSURE OF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET FORTH IN W.A.C. 352-130-040.

SITE ADDRESS
15022 THIN LAKES AVENUE
ARLINGTON, WA 98223

TOTAL AREA
1,465,612 SQ. FT.

SURVEYORS CERTIFICATE
TO TULALIP TRIBES OF WASHINGTON, SPFF PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY AND CHICAGO TITLE COMPANY OF WASHINGTON:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
COMPLETED ON 2/11/2014
DATED THIS 13TH DAY OF FEBRUARY, 2014.

SURVEYORS NOTE
PORTIONS OF THE SITE ARE ENCUMBERED WITH UNDERGROUND DRAINAGE LINES AND YARD BASINS, UNDERGROUND POWER LINES, UNDERGROUND IRRIGATION LINES AND UNDERGROUND PROPEANE LINES, ALL ASSOCIATED WITH AGRICULTURAL USES, AS WELL AS CONCRETE PADS AND PORTABLE FREE STANDING BUILDINGS.

FIRM FLOOD INSURANCE RATE MAP
ZONE "X" DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN
PANEL 340 OF 1575
MAP NUMBER 5306100340E
EFFECTIVE DATE NOVEMBER 8, 1999

1523 TENTH ST.
MARYSVILLE, WA 98270
PHONE: 360-659-6639
FAX: 360-659-7718

DRAWN BY: JSM
CHECKED: JRA
DATE: 1/30/14

JOB DATA:
3105-32.18
201401
[JOELOBOT]
FB: JOELS FILE

ALTA/ACSM LAND TITLE SURVEY
FOR
TULALIP TRIBES OF WASHINGTON
SPFF PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
CHICAGO TITLE COMPANY OF WASHINGTON

A PORTION OF NE 1/4 NW 1/4 & NE 1/4
SECTION 32, TOWNSHIP 31 NORTH, RANGE 06 EAST, WM.
SNOHOMISH COUNTY, STATE OF WASHINGTON

REV. 03 JSM 2/12/14

SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL A:

LOT 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST 1/4M, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 1;

ALSO LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

AND ALSO LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 1°57'59" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 343.16 FEET TO THE NORTH LINE OF SAID SOUTH 342.07 FEET;
THENCE SOUTH 86°34'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 216.97 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;
THENCE NORTH 4°34'04" WEST A DISTANCE OF 201.88 FEET;
THENCE NORTHERLY ALONG AN 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE WEST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 18°02'55" WEST, TANGENT TO LAST CURVE A DISTANCE OF 84.92 FEET;
THENCE NORTHERLY ALONG AN 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE EAST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 4°34'04" WEST, TANGENT TO LAST CURVE, A DISTANCE OF 220.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 THAT IS 1710.88 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND SAID LINE THERE TERMINATING;
EXCEPT THE NORTH 20 FEET FOR ROAD;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201102250369

PARCEL B:

LOT 4 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST 1/4M, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 114818;
EXCEPT THAT PORTION THEREOF ACQUIRED BY THE STATE OF WASHINGTON BY DECREE OF APPROPRIATION IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 92846;

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 1°57'59" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1047.82 FEET TO THE NORTH LINE OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE SOUTH 86°34'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 216.97 FEET;
THENCE SOUTH 4°34'04" EAST A DISTANCE OF 544.71 FEET;
THENCE SOUTHERLY ALONG A 520.84 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE EAST, PASSING THROUGH A CENTRAL ANGLE OF 21°44'12", AN ARC DISTANCE OF 197.60 FEET;
THENCE SOUTH 26°18'21" EAST, TANGENT TO LAST CURVE, A DISTANCE OF 81.96 FEET;
THENCE SOUTHERLY ALONG A 468.52 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE WEST, PASSING THROUGH A CENTRAL ANGLE OF 28°16'21", AN ARC DISTANCE OF 231.19 FEET TO THE POINT OF BEGINNING.

PARCEL C:

LOT 3 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 165.00 FEET, AS MEASURED PERPENDICULAR TO AN PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST 1/4M, IN SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AN PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32,
ALL LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 1.

PARCEL D:

LOT 5 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST 1/4M, IN SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD;

ALSO LYING SOUTHERLY OF THE NORTH LINE OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

AND ALSO LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 1°57'59" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 343.16 FEET TO THE NORTH LINE OF SAID SOUTH 342.07 FEET;
THENCE SOUTH 86°34'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 216.97 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE DESCRIPTION;
THENCE NORTH 4°34'04" WEST A DISTANCE OF 201.88 FEET;
THENCE NORTHERLY ALONG A 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE WEST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 18°02'55" WEST, TANGENT TO LAST CURVE A DISTANCE OF 84.92 FEET;
THENCE NORTHERLY ALONG AN 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE EAST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 4°34'04" WEST, TANGENT TO LAST CURVE, A DISTANCE OF 220.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 THAT IS 1710.88 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND SAID LINE THERE TERMINATING;
EXCEPT THE SOUTH 30.00 FEET FOR ROAD.

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

(LEGAL DESCRIPTIONS PER CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT NO. 500006124; EFFECTIVE DATE: JANUARY 8, 2014)

CHICAGO TITLE INSURANCE COMPANY
ORDER NUMBER 500006124
SCHEDULE B SPECIAL EXCEPTIONS

- CIRCLED ITEMS ARE SHOWN ON THE SURVEY MAP

- ALL OTHER ITEMS INCLUDING ITEM 1-6, 13, 14 AND 20-22 AFFECT THE PROPERTY BUT ARE NOT PLOTTABLE.

- RELEASE OF DAMAGE AGREEMENT EXECUTED BY: OWNERS AND SEATTLE AND MONTANA RAILWAY CO. RECORDING DATE: OCTOBER 7, 1840 RECORDING NO.: 5556. RELEASING RAILWAY COMPANY FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM CONSTRUCTION, OPERATION OR MAINTENANCE OF ITS RAILWAY.
- COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION, REPAIR OR MAINTENANCE OF EASEMENT GRANTED OVER ADJACENT PROPERTY; PURPOSE OF EASEMENT: DITCH RECORDING NO.: 186616
- RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DEED: GRANTEE: STATE OF WASHINGTON RECORDING DATE: JULY 3, 1956 AND JULY 5, 1956 RECORDING NO.: 1148178 AND 1148344 AFFECTS: PARCEL B
- RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DEED: GRANTEE: STATE OF WASHINGTON RECORDING DATE: OCTOBER 30, 1967 RECORDING NO.: 1444533 AFFECTS: PARCEL C
- RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DEED: GRANTEE: STATE OF WASHINGTON RECORDING DATE: SEPTEMBER 4, 1956 RECORDING NO.: 1206375 AFFECTS: PARCEL A AND PORTION OF PARCEL C
- CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DECREE IN FAVOR OF THE STATE OF WASHINGTON; SUPERIOR CASE CAUSE NUMBER: 92846 COUNTY: SNOHOMISH COUNTY AFFECTS: PARCEL B
- CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DECREE IN FAVOR OF THE STATE OF WASHINGTON; SUPERIOR CASE CAUSE NUMBER: 93447 COUNTY: SNOHOMISH AFFECTS: PARCEL A AND PORTION OF PARCEL C
- NOTICE OF RURAL UTILITY SERVICE AREA, AND OF LIABILITY TO THE CITY OF MARYSVILLE FOR UTILITY ASSESSMENTS AND CHARGES AND THE TERMS CONDITIONS AND PROVISIONS CONTAINED THEREIN RECORDED: AUGUST 12, 1982 RECORDING NO.: 8208120212
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND GTE NORTHWEST INCORPORATED PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDING DATE: DECEMBER 1, 1997 RECORDING NO.: 4712010160 AFFECTS: PORTION OF PARCELS A, B AND C
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND VERIZON NORTHWEST INC. PURPOSE: ONE OR MORE UTILITY SYSTEMS RECORDING DATE: MAY 3, 2005 RECORDING NO.: 200505030390 AFFECTS: SAID PREMISES
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDING DATE: DECEMBER 14, 2005 RECORDING NO.: 200512140319 AFFECTS: PORTION OF SAID PREMISES
- AGREEMENT EXECUTED BY: CITY OF MARYSVILLE AND SPFF PROPERTIES, LLC RECORDING DATE: JULY 27, 2010 RECORDING NO.: 201007270537 REGARDING: PROPOSED FORMATION OF LOCAL IMPROVEMENT DISTRICT "I", AND WAIVER OF EXEMPTION FROM SPECIAL BENEFIT ASSESSMENTS DUE TO AGRICULTURAL LAND
- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002; RECORDING NO.: 201012035005
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CITY OF MARYSVILLE PURPOSE: UTILITIES, DRAINAGE & SLOPES RECORDING DATE: FEBRUARY 23, 2011 RECORDING NO.: 201102230310
- AGREEMENT EXECUTED BY: SPFF PROPERTIES, LLC AND ALAYAR DABESTANI AND GITTY DABESTANI, HUSBAND AND WIFE RECORDING DATE: JUNE 9, 2011 RECORDING NO.: 201106040281 REGARDING: WAIVER OF ADVERSE POSSESSION AND PRESCRIPTIVE EASEMENT RIGHTS
- RESTRICTIONS, INCLUDING ANY RESTRAINT AGAINST ALIENATION, AS CONTAINED IN THE DEED OR THE FEDERAL PATENT AND THE ACT AUTHORIZING THE ISSUANCE THEREOF, UNDER WHICH TITLE IS VESTED.
- NOTWITHSTANDING COVERED RISK 9 OF THE INSURING PROVISIONS, THE POLICY DOES NOT INSURE THAT THE LIEN OF THE INSURED MORTGAGE DESCRIBED IN SCHEDULE A MAY BE FORECLOSED NON-JUDICIALLY PURSUANT TO STATE LAW NOR DOES IT INSURE IN WHICH COURT (FEDERAL, STATE OR TRIBAL) AN ACTION MAY BE BROUGHT TO FORECLOSE THE INSURED MORTGAGE AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES TO DETERMINE WHICH COURT HAS JURISDICTION TO FORECLOSE THE INSURED MORTGAGE.

18. ANY ASSERTION THAT THE ACQUISITION BY THE UNITED STATES IN TRUST FOR THE TULALIP TRIBES WAS WITHOUT AUTHORITY.

19. ANY EASEMENTS NOT DISCLOSED BY THE PUBLIC RECORDS AS TO MATTERS AFFECTING TITLE TO REAL PROPERTY, WHETHER OR NOT SAID EASEMENTS ARE VISIBLE AND APPARENT.

20. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED, THE LAND IS SITUATED WITHIN THE BOUNDARIES OF THE LOCAL TAXING AUTHORITY OF CITY OF MARYSVILLE. PRESENT RATE OF REAL ESTATE EXCISE TAX AS OF THE DATE HEREIN IS 1.78%. ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

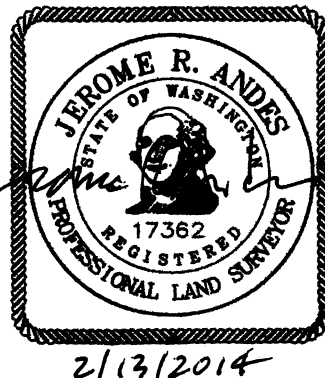
21. THE LAND HAS BEEN CLASSIFIED AS FARM AND AGRICULTURAL AND IS SUBJECT TO THE PROVISIONS OF RCW 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS. NOTICE OF APPLICATION WAS RECORDED AS SET FORTH BELOW: RECORDING DATE: MARCH 26, 1976 RECORDING NO.: 1603280266 ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM BY THE NEW OWNER AND SUBMISSION TO THE COUNTY ASSESSOR WITHIN 60 DAYS OF SUCH SALE. NOTE: IF THE PROPOSED TRANSACTION INVOLVES A SALE OF THE LAND SO CLASSIFIED OR DESIGNATED, THERE WILL BE ADDITIONAL REQUIREMENTS REGARDING THE REAL ESTATE TAX AFFIDAVIT. PLEASE CONTACT SNOHOMISH COUNTY ASSESSOR'S RECORDS SECTION OR THE COMPANY FOR ADDITIONAL INFORMATION.

30. LIABILITY, IF ANY, FOR PERSONAL PROPERTY TAXES PURSUANT TO RCW 84.56.070 WHEREIN NO SALE CAN BE MADE WITHOUT PREPAYMENT OF SAID TAX, INCLUDING ADVANCE TAX. FOR FURTHER INFORMATION, PLEASE CALL THE SNOHOMISH COUNTY TREASURER'S OFFICE AT (425)388-3307.

FIRM: FLOOD INSURANCE RATE MAP

ZONE "X", DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN

PANEL 340 OF 1575
MAP NUMBER 53061C0340E
EFFECTIVE DATE NOVEMBER 8, 1999



ANDES LAND SURVEYING, P.S.	
DRAWN BY: JEM	JOB DATA:
CHECKED: JRA	3105-3218
DATE: 1/30/14	201401
	[JOELOBOT]
	FB: JOELS FILE

1523 TENTH ST,
MARYSVILLE, WA 98270
PHONE: 360-659-6639
FAX: 360-659-7718

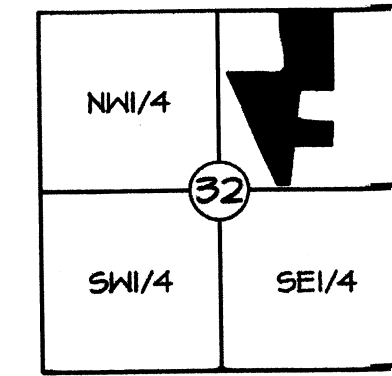
ALTA/ACSM LAND TITLE SURVEY
FOR
TULALIP TRIBES OF WASHINGTON
SPFF PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
CHICAGO TITLE COMPANY OF WASHINGTON

A PORTION OF N.E. 1/4 N.W. 1/4 & N.E. 1/4
SECTION 32, TOWNSHIP 31 NORTH, RANGE 05 EAST, 1/4M,
SNOHOMISH COUNTY, STATE OF WASHINGTON

S.R. 5
PRIMARY STATE HIGHWAY NO. 1
(GULCEDA CREEK TO PORTAGE CREEK)
(SHEET 13 OF 28)

TWIN LAKES AVENUE

INDEX MAP



SECTION 32, TWP. 31 N., R. 05 E., M. 1 W.



VICINITY MAP
SCALE: 1" = 2000'

PARCEL 2
BLA 03-005
A.F.N. 200307155002

SANITARY SEWER PER
CITY OF MARYSVILLE
LAKEWOOD ACCESS
156TH STREET
OVER CROSSING
SHEETS 63-65 OF 162

CENTERLINE
30TH AVENUE N.E.

PARCEL 1
BLA 03-005
A.F.N. 200307155002

BLA LOT 1
31053200101100

BLA LOT 2
31053200100900
637,211.6 SQ. FT.

BLA LOT 3
31053200102100
110,588.8 SQ. FT.

BLA LOT 4
31053200101600
317,022.5 SQ. FT.

BLA LOT 5
31053200101400
900,729.1 SQ. FT.

Scale 1" = 100'

LEGEND

- FOUND REBAR & CAP STAMPED "ANDES LS 17362" SET PER B.L.A. 201012035005.
- ⊙ WATER WELL
- ⊙ CATCH BASIN
- ⊙ UTILITY POLE
- ⊙ UTILITY POLE GUY ANCHOR
- ⊙ VERIZON TELEPHONE PEDESTAL
- ⊙ POWER TRANSFORMER

BASIS OF BEARING
RECORD OF SURVEY / BOUNDARY LINE ADJUSTMENT
A.F.N. 201012035005.

REFERENCES
RECORD OF SURVEY / BOUNDARY LINE ADJUSTMENT
A.F.N. 201012035005.

FIELD PROCEDURES AND INSTRUMENTATION
THE METHOD OF SURVEY WAS FIELD TRAVERSE WITH A
GEODIMETER 610, ROBOTIC TOTAL STATION.

THE LINEAR AND ANGULAR CLOSURE OF THIS SURVEY MEETS
OR EXCEEDS THE STANDARDS SET FORTH IN M.A.C.
332-130-090.

SITE ADDRESS
15022 TWIN LAKES AVENUE
ARLINGTON, WA 98223

TOTAL AREA
1,965,612 SQ. FT.

REV. 03 JEM 2/12/14

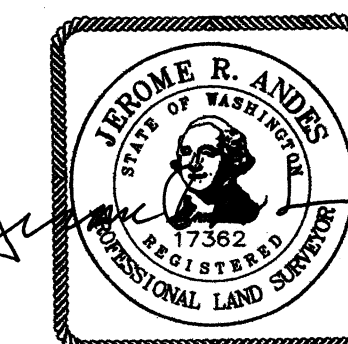
SURVEYORS CERTIFICATE

TO TULALIP TRIBES OF WASHINGTON, SPFF PROPERTIES, LLC, A
WASHINGTON LIMITED LIABILITY COMPANY AND CHICAGO TITLE COMPANY
OF WASHINGTON.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH
IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM
STANDARD DETAILED REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS,
JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES
ITEMS 1, 2, 4, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

COMPLETED ON 2/11/2014
DATED THIS 13TH DAY OF FEBRUARY, 2014.

JEROME R. ANDES
PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 17362



SURVEYORS NOTE

PORTIONS OF THE SITE ARE ENCUMBERED WITH UNDERGROUND
DRAINAGE LINES AND YARD BASINS, UNDERGROUND POWER
LINES, UNDERGROUND IRRIGATION LINES AND UNDERGROUND
PROANE LINES, ALL ASSOCIATED WITH AGRICULTURAL USES,
AS WELL AS CONCRETE PADS AND PORTABLE FREE STANDING
BUILDINGS.

FIRM FLOOD INSURANCE RATE MAP
ZONE "X", DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE
FLOODPLAIN

PANEL 340 OF 1575
MAP NUMBER 53061C0340E
EFFECTIVE DATE NOVEMBER 8, 1999

	1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639 FAX: 360-659-7718
DRAWN BY: JEM CHECKED: JRA DATE: 1/30/14	JOB DATA: 3105-32.18 201401 [LOELOBO01] FB: JOELS FILE

ALTA/ACSM LAND TITLE SURVEY
FOR
TULALIP TRIBES OF WASHINGTON
SPFF PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
CHICAGO TITLE COMPANY OF WASHINGTON
A PORTION OF NE 1/4 NW 1/4 & NE 1/4
SECTION 32, TOWNSHIP 31 NORTH, RANGE 05 EAST, M. 1 W.
SNOHOMISH COUNTY, STATE OF WASHINGTON
SHEET 1 OF 2

LEGAL DESCRIPTION

PARCEL A:

LOT 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M., LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 1;

ALSO LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

AND ALSO LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 1°57'54" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 343.76 FEET TO THE NORTH LINE OF SAID SOUTH 342.07 FEET;
THENCE SOUTH 86°34'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 216.91 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;
THENCE NORTH 4°34'04" WEST A DISTANCE OF 201.88 FEET;
THENCE NORTHERLY ALONG AN 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE WEST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 18°02'55" WEST, TANGENT TO LAST CURVE, A DISTANCE OF 84.92 FEET;
THENCE NORTHERLY ALONG AN 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE EAST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 4°34'04" WEST, TANGENT TO LAST CURVE, A DISTANCE OF 220.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 THAT IS 1710.88 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND SAID LINE THERE TERMINATING;
EXCEPT THE NORTH 20 FEET FOR ROAD;
ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201102250364

PARCEL B:

LOT 4 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M., LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1148178;
EXCEPT THAT PORTION THEREOF ACQUIRED BY THE STATE OF WASHINGTON BY DECREE OF APPROPRIATION IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 92846;

TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 1°57'54" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1047.82 FEET TO THE NORTH LINE OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE SOUTH 86°34'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 216.91 FEET;
THENCE SOUTH 4°34'04" EAST A DISTANCE OF 549.71 FEET;
THENCE SOUTHERLY ALONG A 520.84 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE EAST, PASSING THROUGH A CENTRAL ANGLE OF 21°44'12", AN ARC DISTANCE OF 197.60 FEET;
THENCE SOUTH 26°18'21" EAST, TANGENT TO LAST CURVE, A DISTANCE OF 81.46 FEET;
THENCE SOUTHERLY ALONG A 468.52 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE WEST, PASSING THROUGH A CENTRAL ANGLE OF 28°16'21", AN ARC DISTANCE OF 231.14 FEET TO THE POINT OF BEGINNING.

PARCEL C:

LOT 3 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 165.00 FEET, AS MEASURED PERPENDICULAR TO AN PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M., IN SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AN PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32,
ALL LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 1.

PARCEL D:

LOT 5 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002, RECORDED UNDER AUDITOR'S FILE NO. 201012035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD;

ALSO LYING SOUTHERLY OF THE NORTH LINE OF THE SOUTH 342.07 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;

AND ALSO LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 1°57'54" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 343.76 FEET TO THE NORTH LINE OF SAID SOUTH 342.07 FEET;
THENCE SOUTH 86°34'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 216.91 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE DESCRIPTION;
THENCE NORTH 4°34'04" WEST A DISTANCE OF 201.88 FEET;
THENCE NORTHERLY ALONG A 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE WEST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 18°02'55" WEST, TANGENT TO LAST CURVE, A DISTANCE OF 84.92 FEET;
THENCE NORTHERLY ALONG AN 846.21 FOOT RADIUS TANGENTIAL CURVE, CONCAVE TO THE EAST, PASSING THROUGH A CENTRAL ANGLE OF 13°28'45", AN ARC DISTANCE OF 149.08 FEET;
THENCE NORTH 4°34'04" WEST, TANGENT TO LAST CURVE, A DISTANCE OF 220.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 THAT IS 1710.88 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER AND SAID LINE THERE TERMINATING;
EXCEPT THE SOUTH 30.00 FEET FOR ROAD.

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

(LEGAL DESCRIPTIONS PER CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT NO. 500006124; EFFECTIVE DATE: JANUARY 8, 2014)

CHICAGO TITLE INSURANCE COMPANY
ORDER NUMBER 500006124
SCHEDULE B SPECIAL EXCEPTIONS

- CIRCLED ITEMS ARE SHOWN ON THE SURVEY MAP

- ALL OTHER ITEMS INCLUDING ITEM 1-6, 13, 14 AND 20-22 AFFECT THE PROPERTY BUT ARE NOT PLOTTABLE.

- RELEASE OF DAMAGE AGREEMENT EXECUTED BY: OWNERS AND SEATTLE AND MONTANA RAILWAY CO. RECORDING DATE: OCTOBER 7, 1840 RECORDING NO.: 5556 RELEASING RAILWAY COMPANY FROM ALL FUTURE CLAIMS FOR DAMAGES RESULTING FROM CONSTRUCTION, OPERATION OR MAINTENANCE OF ITS RAILWAY.
- COVENANT TO BEAR PART OR ALL OF THE COST OF CONSTRUCTION, REPAIR OR MAINTENANCE OF EASEMENT GRANTED OVER ADJACENT PROPERTY; PURPOSE OF EASEMENT: DITCH RECORDING NO.: 186616
- RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DEED: GRANTEE: STATE OF WASHINGTON RECORDING DATE: JULY 3, 1956 AND JULY 3, 1956 RECORDING NO.: 1148178 AND 1148344 AFFECTS: PARCEL B
- RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DEED: GRANTEE: STATE OF WASHINGTON RECORDING DATE: OCTOBER 30, 1967 RECORDING NO.: 1944533 AFFECTS: PARCEL C
- RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DEED: GRANTEE: STATE OF WASHINGTON RECORDING DATE: SEPTEMBER 4, 1956 RECORDING NO.: 1206375 AFFECTS: PARCEL A AND PORTION OF PARCEL C
- CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DECREE IN FAVOR OF THE STATE OF WASHINGTON; SUPERIOR CASE CAUSE NUMBER: 92846 COUNTY: SNOHOMISH COUNTY AFFECTS: PARCEL B
- CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER 1 (SR 5) AND OF LIGHT, VIEW AND AIR BY DECREE IN FAVOR OF THE STATE OF WASHINGTON; SUPERIOR CASE CAUSE NUMBER: 93447 COUNTY: SNOHOMISH AFFECTS: PARCEL A AND PORTION OF PARCEL C
- NOTICE OF RURAL UTILITY SERVICE AREA, AND OF LIABILITY TO THE CITY OF MARYSVILLE FOR UTILITY ASSESSMENTS AND CHARGES AND THE TERMS CONDITIONS AND PROVISIONS CONTAINED THEREIN; RECORDED: AUGUST 12, 1982 RECORDING NO.: 8208120212
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND GTE NORTHWEST INCORPORATED PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDING DATE: DECEMBER 1, 1997 RECORDING NO.: 971201060 AFFECTS: PORTION OF PARCELS A, B AND C
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND VERIZON NORTHWEST INC. PURPOSE: ONE OR MORE UTILITY SYSTEMS RECORDING DATE: MAY 3, 2005 RECORDING NO.: 2005050303940 AFFECTS: SAID PREMISES
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDING DATE: DECEMBER 14, 2005 RECORDING NO.: 200512140319 AFFECTS: PORTION OF SAID PREMISES
- AGREEMENT EXECUTED BY: CITY OF MARYSVILLE AND SPFF PROPERTIES, LLC. RECORDING DATE: JULY 27, 2010 RECORDING NO.: 201007270537 REGARDING: PROPOSED FORMATION OF LOCAL IMPROVEMENT DISTRICT 71, AND WAIVER OF EXEMPTION FROM SPECIAL BENEFIT ASSESSMENTS DUE TO AGRICULTURAL LAND
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 10-002; RECORDING NO.: 201012035005
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO: CITY OF MARYSVILLE PURPOSE: UTILITIES, DRAINAGE & SLOPES RECORDING DATE: FEBRUARY 25, 2011 RECORDING NO.: 201102250370
- AGREEMENT EXECUTED BY: SPFF PROPERTIES, LLC AND ALAYAR DABESTANI AND GITY DABESTANI, HUSBAND AND WIFE RECORDING DATE: JUNE 9, 2011 RECORDING NO.: 201006090281 REGARDING: WAIVER OF ADVERSE POSSESSION AND PRESCRIPTIVE EASEMENT RIGHTS
- RESTRICTIONS, INCLUDING ANY RESTRAINT AGAINST ALIENATION, AS CONTAINED IN THE DEED OR THE FEDERAL PATENT AND THE ACT AUTHORIZING THE ISSUANCE THEREOF, UNDER WHICH TITLE IS VESTED.
- NOTWITHSTANDING COVERED RISK 9 OF THE INSURING PROVISIONS, THE POLICY DOES NOT INSURE THAT THE LIEN OF THE INSURED MORTGAGE DESCRIBED IN SCHEDULE A MAY BE FORECLOSED NON-JUDICIALLY PURSUANT TO STATE LAW NOR DOES IT INSURE IN WHICH COURT (FEDERAL, STATE OR TRIBAL) AN ACTION MAY BE BROUGHT TO FORECLOSE THE INSURED MORTGAGE AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES TO DETERMINE WHICH COURT HAS JURISDICTION TO FORECLOSE THE INSURED MORTGAGE.

18. ANY ASSERTION THAT THE ACQUISITION BY THE UNITED STATES IN TRUST FOR THE TULALIP TRIBES WAS WITHOUT AUTHORITY.

19. ANY EASEMENTS NOT DISCLOSED BY THE PUBLIC RECORDS AS TO MATTERS AFFECTING TITLE TO REAL PROPERTY, WHETHER OR NOT SAID EASEMENTS ARE VISIBLE AND APPARENT.

20. PAYMENT OF THE REAL ESTATE EXCISE TAX, IF REQUIRED, THE LAND IS SITUATED WITHIN THE BOUNDARIES OF THE LOCAL TAXING AUTHORITY OF CITY OF MARYSVILLE. PRESENT RATE OF REAL ESTATE EXCISE TAX AS OF THE DATE HEREIN IS 1.10%. ANY CONVEYANCE DOCUMENT MUST BE ACCOMPANIED BY THE OFFICIAL WASHINGTON STATE EXCISE TAX AFFIDAVIT. THE APPLICABLE EXCISE TAX MUST BE PAID AND THE AFFIDAVIT APPROVED AT THE TIME OF THE RECORDING OF THE CONVEYANCE DOCUMENTS.

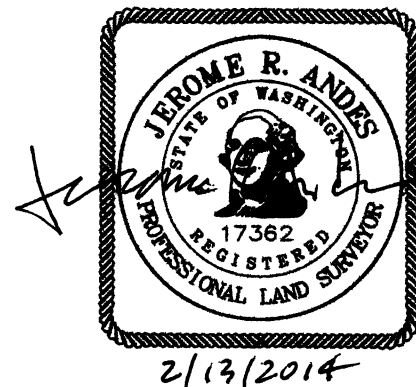
21. THE LAND HAS BEEN CLASSIFIED AS FARM AND AGRICULTURAL AND IS SUBJECT TO THE PROVISIONS OF RCW 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS. NOTICE OF APPLICATION WAS RECORDED AS SET FORTH BELOW. RECORDING DATE: MARCH 28, 1976 RECORDING NO.: 7603280266 ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM BY THE NEW OWNER AND SUBMISSION TO THE COUNTY ASSESSOR WITHIN 60 DAYS OF SUCH SALE. NOTE: IF THE PROPOSED TRANSACTION INVOLVES A SALE OF THE LAND SO CLASSIFIED OR DESIGNATED, THERE WILL BE ADDITIONAL REQUIREMENTS REGARDING THE REAL ESTATE TAX AFFIDAVIT. PLEASE CONTACT SNOHOMISH COUNTY ASSESSOR'S RECORDS SECTION OR THE COMPANY FOR ADDITIONAL INFORMATION.

30. LIABILITY, IF ANY, FOR PERSONAL PROPERTY TAXES PURSUANT TO RCW 84.56.070 WHEREIN NO SALE CAN BE MADE WITHOUT PREPAYMENT OF SAID TAX, INCLUDING ADVANCE TAX. FOR FURTHER INFORMATION, PLEASE CALL THE SNOHOMISH COUNTY TREASURER'S OFFICE AT (425)388-3307.

FIRM: FLOOD INSURANCE RATE MAP

ZONE "X", DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN

PANEL 340 OF 1575
MAP NUMBER 53061C0340E
EFFECTIVE DATE NOVEMBER 8, 1999



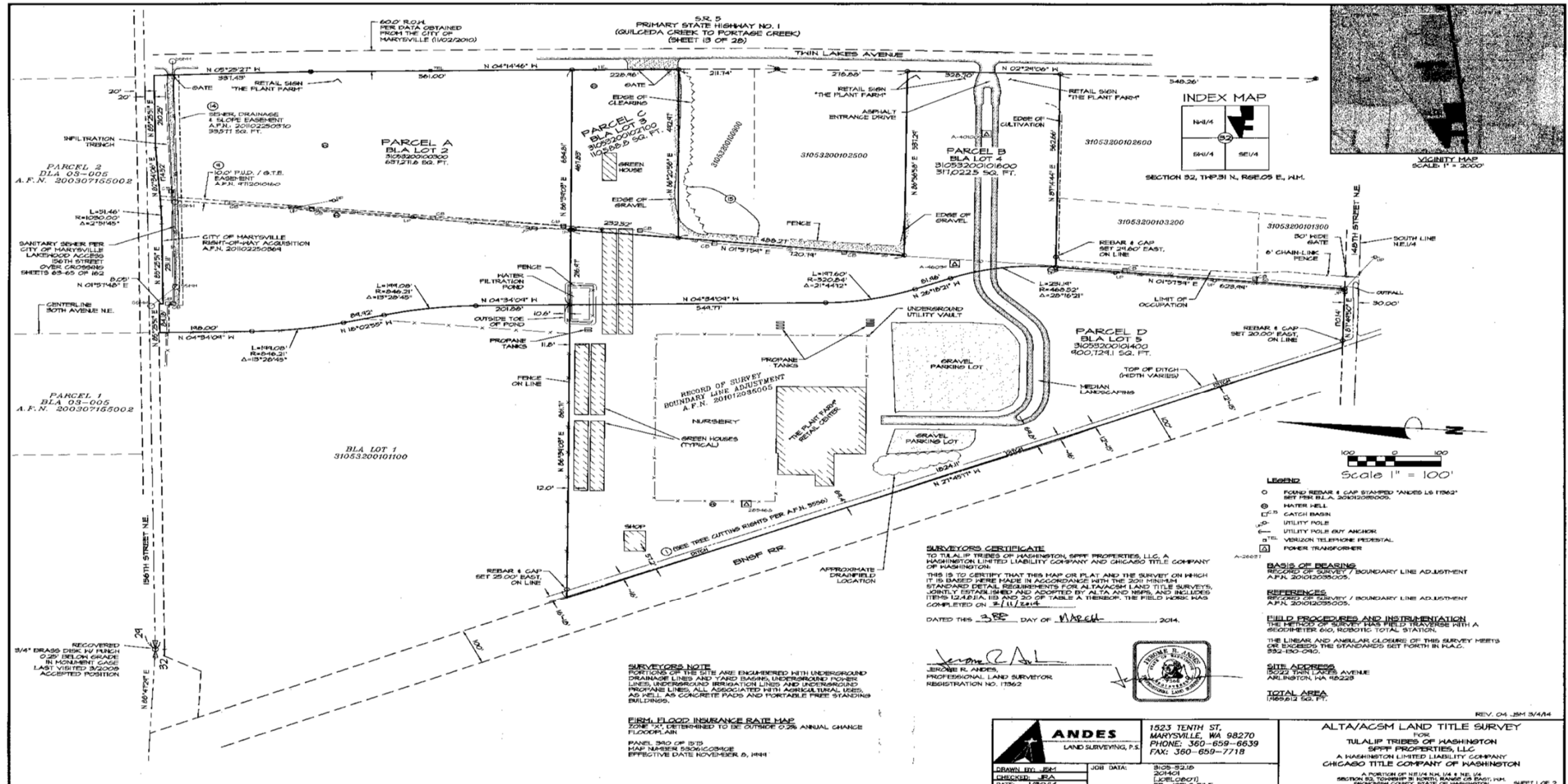
ANDES LAND SURVEYING, P.S.		1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639 FAX: 360-659-7718
DRAWN BY: JSM	JOB DATA:	3105-32.18
CHECKED: JRA		201401
DATE: 1/30/14		[JOELOBOT] FB: JOELS FILE

ALTA/ACSM LAND TITLE SURVEY

FOR
TULALIP TRIBES OF WASHINGTON
SPFF PROPERTIES, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
CHICAGO TITLE COMPANY OF WASHINGTON

A PORTION OF NE 1/4 NW 1/4 & NE 1/4
SECTION 32, TOWNSHIP 31 NORTH, RANGE 08 EAST, W.M.
SNOHOMISH COUNTY, STATE OF WASHINGTON

2018 Plant Farm
Clean up Project
1-29-18 Village Council Gathering Meeting



Wood Structure to be removed



To be removed and cleaned out



Sidewall plastics to be removed

(Main hub south, facing north)



Sidewall plastics to be removed, wood
ornamental structure to remain

(Main hub south, facing east)



Sidewall plastics to be removed

(Main hub north, facing east)



Wood add-ons to be removed to prevent any hidden area's within the main hub



Heater to be removed and stored in containers



Shop walls to be removed and container to be secured for storage of heater units



Demo



Demo



Plastic to be completely removed from structure



Sprung Structure Breezeway to be cleaned out for a clear line of sight



Hedges to be removed to allow clear line of sight to main hub structure





CONSOLIDATED BOROUGH OF QUIL CEDA VILLAGE CONTRACT AGREEMENT

FOR THE PLANT FARM CLEAN UP PROJECT QUIL CEDA VILLAGE BID SOLICITATION NO. 18-001

This agreement (the "Agreement") entered into this xxth day of February, 2018 between Consolidated Borough of Quil Ceda Village, 8802 27th Avenue, Tulalip, WA, 98271 hereinafter referred to as "Owner", and (Company Name),(Company Address) hereinafter referred to as "Contractor".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

SECTION ONE DESCRIPTION OF WORK

This contract consists of this written agreement and all appurtenant "Contract Documents" described in Section Six of this Agreement. Contractor shall perform the following described work in accordance with this contract and the Scope of Work, incorporated as removal and storage of greenhouse structures and general clean up of site debris at the Tulalip Plant Farm Property in Marysville, Washington.

SECTION TWO CONTRACT PRICE

The Owner agrees to pay Contractor for the Work described a total contract price of \$XX,XXX.XX, based upon the Bid Form, dated February XX, 2018 submitted by the Contractor. Payment of this amount is subject to additions or deductions in accordance with provisions of this contract and of any other documents to which this contract is subject. Contractor shall be entitled to full payment when contract work is completed and approved by the Owner. Progress payments shall be made to the Contractor in accordance with the provisions of Section Three of this Contract.

\$XX,XXX.XX
(Insert Written Price Here)

SECTION THREE PAYMENTS

The Owner shall make payment for a phase of the work to the Contractor no later than thirty (30) days after the Owner's accounting department begins processing Contractor's invoice for that work. Such processing shall begin after Contractor presents the invoices and

deliverables to the Owner's authorized representative and the authorized representative submits written approval to the accounting department for payment based on an inspection of the work. Payment by the Owner does not constitute a waiver of any claims by the Owner against Contractor concerning or arising out of this Agreement. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor.

Contractor agrees to maintain for inspection by the Owner for three years after final payment all books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement, hereinafter collectively called, "records", to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, supplies, and services, and other costs of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

In the event payment for work performed under this Agreement is made from federal or state funds, Contractor shall abide by all applicable federal and state laws and regulations governing such funds which laws and regulations are hereby incorporated by reference. Any rights of the Contractor are subject to the limitations on and availability of such funds to the Owner.

Contractor shall not be entitled to any interest on any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in Section Two – CONTRACT PRICE.

SECTION FOUR STARTING AND COMPLETION DATES

The date of commencement of the work shall be the date of this Agreement unless a different date is made for the date to be fixed in a notice to proceed issued by the Owner. This Agreement shall become effective upon its signing by the Owner and Contractor.

The contract time shall be measured from the date of commencement.

The Contractor shall diligently prosecute the Work and shall complete all Work so that contract completion (the "Contract Completion") can occur on or before Twenty Five(25) working days from the Notice to Proceed, unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

It is understood and agreed that all Work shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date(s), unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

SECTION FIVE LIQUIDATED DAMAGES

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion

date, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion, unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents.

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
More than \$50,000 to \$150,000	\$250
More than \$150,000 to \$500,000	\$500
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

SECTION SIX CONTRACT DOCUMENTS

The contract documents (the "Contract Documents") includes the following, which are incorporated by reference as if fully set forth herein (not in order of precedence), on which the Agreement between the Owner and Contractor is based, in accordance with which the work is to be done, are as follows:

- a. This Agreement, together with such supplementary agreements and conditions as are attached hereto;
- b. Bid Proposal Form (Form of Bid);
- c. Request for Bid Proposal;
- d. Pre-bid Meeting Agenda
- e. Site Map; and
- f. Structures Map
- g. The Tulalip Code, Chapter 9.05 – TERO Code.

These Contract Documents together form the contract for the work herein described. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the project.

This Agreement, including its referenced appendices, represents the entire and complete agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral and may be amended or modified only in writing signed by both parties. Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Owner's sovereign immunity. This Agreement shall not be valid unless each and every signature designated below is affixed.

SECTION SEVEN AUTHORITY OF OWNER'S REPRESENTATIVE(S)

The Owner's representative designated as Construction Manager authorized to administer and implement the terms and conditions of this Agreement is **Jerad Eastman**.

The Owner's representative designated as Project Manager authorized to directly supervise the administration of the construction project is **Cameron Reyes**.

The Owner's authorized representatives shall be allowed to observe any work done by the Contractor which is covered by this Agreement.

SECTION EIGHT RESPONSIBILITIES OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

- a. Responsibility for and supervision of work. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction and installation in accordance with the contract, including the techniques, sequences, procedures, and means for coordination of all work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction. Contractor represents that he is bonded in sufficient amount to cover Contractor's liability occasioned by Contractor's performance of this contract.
- b. Discipline and employment. Contractor shall maintain at all times strict discipline among his workers and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.
- c. Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the contract documents.
- d. Manufacturer's instructions. Contractor shall comply with manufacturer's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within the Contract Documents.
- e. Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore.

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). This project is Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Owner.

- f. Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the Owner, through the Construction Manager, promptly on discovery of such variance.
- g. Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omissions of all other persons doing work under a contract with him.
- h. Warranty of fitness of equipment and materials. Contractor represents and warrants to the Owner that all equipment and materials used in the work and made apart of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials that are not so in conformity are defective.
- i. Cleaning and protection. Contractor shall during handling and installation clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.
- j. Furnishing of design and engineering plans. Upon request Contractor shall furnish the Owner or Construction Manager all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract Documents.
- k. Clean-up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his tools, equipment and machinery.
- l. Indemnity and hold harmless agreement. Contractor agrees to indemnify and hold harmless the Owner, its employees, and their agents from and against all

claims, damages, losses, and expenses including reasonable attorney fees in case it shall be necessary for the Owner to commence or defend any action arising out of or associated in any way with performance of the work herein, which is:

1. For bodily injury, illness or death, property damage including loss of use, or other damage, and
 2. Caused in whole or part by Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts Contractor or subcontractor may be liable.
- m. Contractor shall defend, indemnify and hold harmless the Owner, its employees, and their agents against all loss, damage, liability, claims, lawsuits demands, or costs arising in connection with this Agreement. Contractor shall reimburse the Owner for all costs reasonably incurred to defend the Owner against such claims through attorneys of the Owner's choice.
- n. Contractor shall promptly notify the Owner, through the Construction Manager, of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign its rights under this Agreement without first obtaining the Owner's written approval.
- o. Payment of royalties and license fees; hold harmless agreements. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save the Owner harmless therefrom.
- p. The Contractor will be required as part of this contract to provide weekly certified payrolls and be in compliance with the Tribal Employment Rights Office (TERO) requirements. The Contractor shall be required to schedule a meeting with TERO prior to the start of work on this project and provide a signed approved copy of their Compliance Plan to the Construction Manager.
- q. Archaeological and Historical Objects. Archaeological or historical objects, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Construction Manager of any such finds. The Construction Manager will contact the Tribal Natural Resource and Cultural Resource Department who will determine the nature of the object(s). The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. If the Tribal representative determines that the object(s) are to be surveyed, the Tribal representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished.
- r. Excess material. All excess material shall become the property of the Owner.
- s. The Contractor shall, whether or not federal or state funds are involved, without

additional expense to the Owner, comply with all applicable laws and obtain all required licenses and permits necessary to execute the provisions of this Agreement. Contractor shall file all required returns and notices.

- t. When working within the exterior boundaries of the Tulalip Indian Reservation, Contractor shall comply with all Tribal laws. Before commencing work, Contractor shall obtain all required Tribal licenses and permits. Contractor shall indemnify and hold the Owner, its employees, and their agents harmless from any and all costs, liabilities, or obligations by reason of the failure of Contractor or his or her employees, agents, subcontractors or assigns to comply with any applicable law.
- u. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, or handicap, with regard to employment "upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training. Notwithstanding the foregoing, Contractor shall provide preference in employment and subcontracting in accordance with The Tulalip Code, Chapter 9.05 – TERO Code as it now exists or may be hereafter amended.

SECTION NINE TIME OF ESSENCE – EXTENSION OF TIME

All times stated herein or in the Contract Documents are of the essence hereof. Contract times may be extended by a change order from the Owner, through the Construction Manager, for such reasonable time as the Owner may determine when in their opinion Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond Contractor's control or which justify delay.

Any request by the Contractor for an extension of time shall be made in writing to the Owner, through the Construction Manager, no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Owner shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages, to the fullest extent permitted by law.

SECTION TEN CORRECTING NON-CONFORMING WORK

If a portion of the work is covered contrary to the Construction Manager's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Construction Manager, be uncovered for the Construction Manager's and or Architect's examination and be replaced at the Contractor's expense without change in the Contract time.

If a portion of the Work has been covered which the Construction Manager has not specifically requested to examine prior to its being covered, the Construction Manager may request to see such work and it shall be uncovered by the Contractor. If it is determined that such work has been performed in accordance with the Contract Documents all costs incurred by Contractor to uncover and replace the work shall, by appropriate change order, be reimbursed by the Owner. If such work is found not to be in accordance with the Contract Documents, any and all required corrections shall be assigned to the Contractor unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

When it appears to any authorized representative of the Owner or Contractor during the course of construction that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and in addition Contractor will correct any defects caused by him or by a subcontractor, appearing within one year from the date of issuance of a certificate of Contract Completion by the Owner, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

SECTION ELEVEN CHANGES IN THE WORK

The Owner reserves the right to order changes in the work in the nature of additions, deletions or modifications, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion, if justified. Any such changes will be authorized by a written change order signed by an authorized representative of the Owner. The change order will include conforming changes in the Contract and completion time. Work shall be changed, and Contract price and completion time shall be modified only as out in the written change order. Any adjustment in the Contract price resulting in a deductive credit or a charge to the Owner shall be determined by the mutual agreement of the parties to the Contract.

SECTION TWELVE TERMINATION

The Owner may terminate this Agreement on ten (10) days written notice and in such case Contractor shall only be entitled to payment for work performed prior to receipt of said notice. Additionally, the Owner may immediately suspend operations under this Agreement by written notice of any breach. Suspension shall continue until the Owner's authorized representative certifies in writing that the breach is remedied. If Contractor is still in breach after seven (7) days from the notice of suspension, the Owner may, without further notice, terminate all rights of Contractor under this Agreement.

Any failure by the Owner to suspend or terminate this Agreement in case of breach shall not waive Contractor's duty to perform strictly in accordance with this Agreement. Failure by Contractor to perform on its part any duty, term or condition herein shall constitute a breach.

Any notice sent under this Section may either be sent by personally giving a copy

thereof to Contractor or its agents, employer or contractors or mailing a copy to the address set forth herein.

SECTION THIRTEEN DISPUTES

The parties agree that disputes involving this Agreement shall be resolved pursuant to the laws of the Tulalip Tribes and exclusively in Tribal Court. Neither this provision, nor any other provision contained in this Agreement or any Contract Document shall be interpreted to be a waiver of the Owner's Sovereign immunity.

SECTION FOURTEEN EMPLOYMENT PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION FIFTEEN CONTRACTING PREFERENCE

Contractor recognizes and agrees that Contractor and Contractor's subcontractors are bound by The Tulalip Code, Chapter 9.05 – TERO Code.

SECTION SIXTEEN CONTRACT INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect the Owner and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the contract documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

A Commercial General Liability insurance policy and Business Automobile Liability insurance policy to provide insurance coverage and limits as indicated below. Automobile liability insurance coverage shall include owned, non-owned and hired automobiles. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability Limit
\$ 10,000	Medical Payments
\$1,000,000	Employer's Liability

Policy Limits – Business Automobile Liability

\$1,000,000 Combined Single Limit

There shall be no residential construction or subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Owner.

CONTRACTOR'S WORKER'S COMPENSATION

All employees of Contractor and subcontractor(s) are to be insured, including qualified self insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverages. Employees not subject to the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

Such evidence of insurance shall be in the form of an Insurance Certificate issued by the State of Washington Department of Labor and Industries or an insurer satisfactory to the Owner and shall provide for not less than thirty (30) days prior written notice to the Contacting Agency of cancellation or reduction in coverage.

BUILDER'S RISK

The Owner shall provide and maintain, during the progress of the work and until the execution of the certificate of Contract Completion, a Builder's Risk Insurance policy to cover all on-site work in the course of construction including false work, temporary buildings and structures and materials used in the construction process. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations.) Such insurance shall be on a special cause of loss form and may include such other coverage extension as the Owner deem appropriate. Unless otherwise provided for through agreement, the contractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for up to \$10,000 of that loss. Contractor may provide its own builder's risk or installation insurance coverage for amounts up to the \$10,000 deductible. Contractor is responsible for insuring their property in transit, in temporary storage away from the site as well as their own tools, equipment and any employee tools.

Incidents related to pollution and contamination are specifically excluded from the Builders Risk Insurance policy.

To be eligible to make a claim under the Owner's Builders Risk Insurance policy, Contractor shall be responsible to secure all materials and or equipment stored on the project site in a secured fenced area.

INSURANCE POLICY REQUIREMENTS

Each policy of insurance required to be purchased and maintained by the Contractor shall name the Tulalip Tribes of Washington, Consolidated Borough of Quil Ceda Village and its

members as primary and non-contributory additional insureds using the ISO general liability form CG 2010 11/85 edition or equivalent to include products and completed operations for all Contractor's and subcontractor's work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than thirty (30) days or ten (10) days in the event of cancellation for non-payment prior written notice shall be given to the Owner and Construction Manager in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

At least five (5) days prior to commencement of the Work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting the Owner against any claims, damages or expenses as a consequence of any acts and omissions on the part of Contractor and any of its subcontractors of any tier in performing the work, procure or cause to be procured the following insurance coverage with insurance carriers (with an A.M. Best rating of A-VII or better) in form acceptable to the Owner and shall maintain all such coverage in full force and effect through the term of this Agreement.

The Contractor, if requested, shall furnish the Owner a certified copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the contract documents. In no event shall any failure to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the contract documents.

The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of this Agreement until three (3) years after the date of approval of the certificate of Contract Completion by the Owner. Failure to maintain the required insurance during the time specified shall be cause for termination of the contract.

Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

WAIVERS OF SUBROGATION

The Owner and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this paragraph or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

OTHER PROVISIONS

Neither the Owner nor Contractor shall be liable to the other party or to any insurance

company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the work, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of the agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

Contractor shall indemnify, defend and hold the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village harmless from all losses, damages, liabilities, fines penalties, costs (including clean-up costs) and expenses (including attorneys' fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, subcontractors, suppliers or materialmen or its or their agents or employees, Contractor shall immediately notify the Tulalip Tribes of Washington and Consolidated Borough of Quil Ceda Village through the Construction Manager.

In the event Contractor fails to maintain any and all insurance required by this contract during the entire life of this contract, the Tulalip Tribes of Washington or Consolidated Borough of Quil Ceda Village may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.

SECTION SEVENTEEN OTHER PROVISIONS

Any and all reports, data, findings or other materials or deliverables under this Agreement shall become the property of and remain under the sole proprietorship of the Owner. Contractor will keep all information learned under this Agreement confidential and will not release any such information, either orally or in writing, to parties other than the Owner, its agents, contractors or employees without the express written permission of the Owner.

The Owner and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this Agreement and to the partners, successors and legal representatives of such other party with respect to all terms and conditions of this Agreement.

Neither the Owner nor Contractor shall delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party. Any such assignment, sublet, delegation or transfer shall be subject to the same terms and conditions as this Agreement.

The negotiation and execution of this Agreement shall be deemed by the parties to have

occurred within the exterior boundaries of the Tulalip Indian Reservation and any interpretation thereof shall be in accordance with the laws of the Tulalip Tribes of Washington.

The failure of the Owner to assert any claim or right at any time under this Agreement shall not waive its right to assert any claim or right at a later time.

IN WITNESS WHEREOF, the parties have executed this Agreement at the Tulalip Indian Reservation, Washington, on the date first above written.

APPROVED BY CONTRACTOR:

(Company Name)

(Print Name & Title)

By: _____
(Authorized Signature)

APPROVED BY THE OWNER:

(Quil Ceda Village Council Chairman)

By: _____
(Authorized Signature)

Clerk: _____
(Authorized Signature)