

### RESOLUTION OF THE GOVERNING BODY OF THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

Resolution: "Approval of Purchase of Building and Lots (Bratvold's Variety Store, Salon Shop and adjacent lot), Main Street, New Town, North Dakota"

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and
- WHEREAS, The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15<sup>th</sup>, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and
- WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and
- WHEREAS, The Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS, Warren and Geraldine Bratvold, owners of Bratvold's Variety Store, an adjoining building (Salon) and the adjacent vacant lot have indicated their intent to sell this property; and
- WHEREAS, The Tribe has submitted a tentative offer of \$210,000.00 conditioned on formal approval by the Tribal Business Council for the entire property that to include all future taxes and special assessments; and
- WHEREAS, The Bratvolds have accepted this offer conditioned on formal approval by the Tribal Business Council to be closed on June 15, 2010.
- NOW THEREFORE BE IT RESOLVED, that the Three Affiliated Tribes Tribal Business Council do hereby approve the purchase for \$210,000.00 for the attached described lots with the Tribe responsible for all future taxes and future assessments; and
- **BE IT FURTHER RESOLVED**, upon completion of all necessary due diligence, inspection, appraisal and drafting of necessary documents, the Chairman is hereby authorized to execute all documents at closing.

**IREE AFFILIATED TRIBES** 

Account Nbr:

Check Dt

4/23/2010

2106901

nvoice	Invoice Date	Description	Amount
129501	4/23/2010	ERNEST MONEY FOR BULDING/LOT PURCHASE	5000.00

16916 REYNOLDS PROPERTIES

Check # 2106901

**Total Amount** 

5,000.00

0350-55011-000 Capital Expenditures Building



THREE AFFILIATED TRIBES

TRIBAL FINANCE CENTRALIZED CHECKING ACCOUNT 404 FRONTAGE ROAD NEW TOWN, ND 58763 701-627-4781 BANK OF THE WEST DICKINSON, ND 58601

2106901

77-3/913

2106901

PAY

\*\*\*Five Thousand and No/100 Dollars\*\*\*

TO THE ORDER OF

16916 REYNOLDS PROPERTIES P.O. BOX 850 - 301 MAIN NEW TOWN, ND 58763-0850 DATE 4/23/2010

AMOUNT \*\*\*\*\*\*5,000.00

AUTHORIZED SIGNATURE

-D Security features. Details on back.

MP



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## EMERGENCY CHECK REQUEST

FEDERAL TAX EXEMPT # 45-830043K

ORDER NC 12950

THREE AFFILIATED TRIBES

VEND	DEPARTM	E	Box #: <u>404 FS</u>	AIRMAN'S OFFICE ONTAGE ROAD OWN, ND 58763
VENDOF	- KLANNIN KENCIM TIKET	٠. ١	•	
ADDRES		161	(*) Orde	er Date: <u>4/43/10</u>
CITY, ST	ATE, ZIP NEW TOWN NEW 38763	4 C. 4	Orde	Date.
Item	Description		T	Accounting Code
#	Description		Total Cost	Fund/Project/Element/Object
1.	Grant minning for building Hot Durchase in New Town		5000,00	350-37072
2.	Durchage in New Town		<i></i>	0050 55010
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4.			/	
5.	LANA 55010			
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	equested By: Maring Jenings	MOUNT \$ Date:	111-21.0	-
Tri	bal Finance Approval:	Date:	<u> </u>	-



Office of the Chairman Marcus D. Levings. "Eh-Bah-Dah-Gish" (White Headed Eagle)

## THREE AFFILIATED TRIBES

Mandan, Hidatsa & Arikara • Fort Berhold Reservation 404 Frontage Road • New Town, North Dakota 58763-9402 Phone: (701)627-4781 Fax: (701)627-3503

April 23, 2010

Reynolds Realty & Trust Post Office Box 850 New Town, North Dakota 58763

Subject: Offer for Purchase Building and Lots in Main Street New Town, ND

Dear Mr. Craig Reynolds:

Please accept this letter as a formal offer for Purchase of the Bratvold's Variety Store, Salon Shop and Lot adjacent on west of the Salon Shop.

The Three Affiliated Tribes therefore duly offer for the purchase the following for all three lots and two buildings;

- 1. Bratvold Store
- 2. Hair Saloon
- 3. Vacant Lot West Side of Hair Saloon

The Amount offered to purchase all three above is in the amount of \$200,000, as the asking sale price was for all three lots and two buildings was \$220,000. Therefore please find enclosed the deposit or earnest money in a Check for the Amount of \$5,000. The remainder will be remitted as soon as offer is accepted by the seller.

If you have any questions or concerns, please don't hesitate to call me at 1-701-627-4781, extension #8203.

Sincerely,

Marcus Levings, Chairman Three Affiliated Tribes **Bratvold** 

City: New Town	Bedrooms: 3	Price: \$150,000
Type:Commercial	Phone:628	<u> </u>
Firm:Reynolds Realty		Phone:628-2775
Salesperson:S. Nicole	Worth	Cell:629-1349
Property Address: 310	Main St.	
Owner: Warren and Ge	raldine Bratvold	Phone628-2775
Living Room: n/a	Kitchen:n/a	Utility Up/Down
Dining Room:n/a	Baths:1	Basement:Unfinished
Updates:	:~ARCH	T 1-1 Day DCC (1770/2 77
Year Built:1970	Taxes:\$881.73	Total pay-088 - \$2308.27 Specials: yes +111 2035
Yearly Average Heatin	ng – Lights: \$	
Heating System:F/A	Fuel:propane	Air: Central
Lot Size:25x100	Zoning: AG Garage: 2	20x24 unattached
Sq. Footage:2500 sq. Possession Date: Date		Existing Mortgage: no
	Legal: Lot 7, Blo Included: buildir	ock 18, Original Townsite
	NOT included: in Mineral rights	nventory and shelving
	If you do not agree	though believed accurate, is not guaranteed. with any information noted above, You must Reynolds Realty Immediately.

SELLER'S PROPERTY CONDITION STATEMENT (to be completed by SELLER)  The seller authorizes the Brokers or Salespergrap to the seller authorizes the seller author	
Property Address 3 CONDITION STATEMENT TO LO	
The seller authorizes the Brokers or Salespersons to provide the following information to prospective Buyers. This is not a warranties of any kind by the seller(s) or any agent(s) representing any party(s) and is not a warranties of the party(s) may wish to obtain. Information present the party(s) and is not a substitute.  5. Contract between Buyer(s) & Seller(s). BUYER(S) and SELLER(S) OBTAIN. Information present it is not a substitute.	6
3. GUARANTEE OF ANY VIND BY Salespersons to provide the tellumination of tellumination of the tellumination of tellumination	
5. contract between Buyer(s) & Seller(s), BUYER(s) AND SELLER TO OBTAIN, Information presenting ANY PARTY(S) AND IS NOT A SUBSTITUTE.	NTY OR
GUARANTEE OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PARTY(S) AND IS NOT A WARRA Contract between Buyer(s) & Seller(s). BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN. Information presented in this form is not intended to be party (s).  GENERAL INFORMATION OF SELLER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE \$/OR INSPECTION OF THE PROPERTY.	TE FOR
8 I. GENERAL INFORMAL ADVICE BIOR INCORP.	T of any
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Have you fived in this home for the past 12 months? Yes	
12. If was placed an altered? (For example additions and	
13 UNK = Linknown what was done, when and by whom for the stanges to load bearing wills the	
Has the structure been altered? (For example, additions, altered roof lines, changes to load bearing walls.) Yes	
16 VENTURAL INFORMATION	
12 DIAN IVA DO STANDA IVA	
18. 17. Is there or has there here here have they existed? Give details	
location. Jasement water seepage and/or dampness? Explain answere	d ves.
20 Are the request of the state	y and
23. Are all structures located within properly? If yes, where done in	
24. Was the structure moved to this site? Of the property?	
The title Cracks in the driveway, garage flow	
22 December 19 19 19 19 19 19 19 19 19 19 19 19 19	<u> </u>
28 27. Is there damage to the mole an interior damage from condensation	nard
27. 28. 29. 29. 28. Are you aware of dry rot in the building?  28. 29. 29. 29. 29. 29. 29. 29. 29. 29. 29	
30. ————————————————————————————————————	
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33. Was the work approved by an inspector?  33. Has the property or its improved by an inspector?	иng,
26 X I I I I I I I I I I I I I I I I I I	
36 35. Do rain gutters and downspouts work?	-
36 35. Do rain gutters and downspouts work?  37. 36. Have damage claims been paid to you by insurance coverage?  38. 39. 39. 39. 40. 3	ken
36. Are the exterior and interior locks coverage?	
38. 37. Are the exterior and interior locks operable? 39. 39. Will keys be provided for each? 40. 41. 40. Are there damaged acreens available? 41. 42. Are there broken windows available?	
40 39. Are all the window screens available? 41. 42 41. Are all the window screens?	····
42. Are there broken windows available?	
43. Are there broken windows available?  44. Are there broken windows or broken seals?  45. Are skylights in working condition? (i.e. no leaking, condensation, or mechanical malfunctioning)?  46. Has the fireplace, woodburner, chimney, or flue in working order?  47. 48. Are there additional manual malfunctioning?	Manage .
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so there is sprinkler system and the septic tank, drain field	-
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56. Contaminated Well: Is there a well on the property containing contaminated water?  57. See IV. ENVIRONMENTAL CONDITIONS:  58. IV. ENVIRONMENTAL CONDITIONS:  59. YES NO UNK N/A Do any of the following property containing contaminated water?	
60 Are the tollowing property conditions gives as because	
62 61. Is urea-formaldehyde toom storage tanks?	
62 61. Is urea-formaldehyde foam insulation present? 63. 64. 65. Are asbestos containing materials present? 64. 65. 66. 66. 66. 66. 66. 66. 66. 66. 66	
56. Sead based paint present? If yes, seller agrees to service	
63. Is lead based paint present? If yes, seller agrees to provide purchaser with all available records and reports 65. Has the property been paint/or lead based hazard pertaining to this property. 66. Is there any fill or expressing our redon?	
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BO And Honor Constitution of the Constitution	
68. Are you aware of diseased trees or shrubs?  70. Are them or insert interest inte	
72. YES NO UNK N/A Are you aware of the following?	
74	
75. Zoning infractions, non-conforming transfer of the state of the st	
74. Zoning infractions, non-conforming uses, violations of setback requirements?  75. Encroachments, easements, life estate, right of first refusal, or existing lease?	
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Date:		elles ;	Agreement:	Purchase Ondition, D	of acceptance of nigerity of a ste noted and	No cha
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and accurate to the best of cities knowledge and, unless sity. If any of the information totify the Buyer and any real	n this document is true a based upon Sellet's a ownership of the propercing, the Sellet shall receing, the Sellet shall receing.	o eroted br	a nevue Bons os in search of the search of t	Sany party	gnitnesengen eesn	Seller's kn specifically becomes it
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## GENERAL AGENCY DISCLOSURE

## WHO WILL THE AGENT REPRESENT IN YOUR TRANSACTION?

Before you work with a real estate agent, you should know that the real estate agent may have loyalties to a person other than you, depending on the type of real estate agency which has been established. The agent who lists the property for sale or lease represents the Seller. If you are a Seller, and if you have signed a listing agreement with an agent, then that agent represents you. An agent who has obtained a written agreement as a buyer's agent represents the Buyer. An agent who represents either a Seller or a Buyer is required to be loyal to that person. An agent may not represent both a Seller and Buyer in the same transaction unless both Seller and Buyer consent in writing to the representation, which is

called a Dual Agency. If you do not have a signed agency agreement with a real estate agent, and if a real estate agent is involved in the real estate transaction, that agent is either an agent with a legal loyalty to the other party, or an agent who has no legal loyalty to either you or the other party. If you are a buyer and do not have a written agreement with the agent to represent you, the agent who shows you property does not represent you. An agent can assist in locating a property, preparing a contract or lease, or obtaining financing without representing you. An agent is obligated to treat you fairly, even if that agent doesn't represent you.

## BE SURE TO READ THE FOLLOWING INFORMATION SO THAT YOU KNOW YOUR OPTIONS IN YOUR REAL ESTATE TRANSACTION!!

## WHAT OPTIONS DO YOU HAVE?

If you want an agent to represent you, you should enter into a written contract which clearly establishes the obligations of both you and the agent and which also determines how and by whom the agent will be paid. YOU HAVE THE RIGHT TO CHOOSE THE TYPE OF REPRESENTATION, IF ANY, THAT YOU WISH TO RECEIVE; HOWEVER, YOU ALSO HAVE THE RIGHT NOT TO BE REPRESENTED BY AN AGENT. IF YOU CHOOSE NOT TO BE REPRESENTED, ANY AGENT WITH WHOM YOU DEAL MAY HAVE A LEGAL LOYALTY TO THE OTHER PARTY OR THE AGENT MAY HAVE NO LEGAL LOYALTY TO EITHER YOU OR THE OTHER PARTY TO THE TRANSACTION. If you have any questions regarding the duties and responsibilities of the agent, you should resolve those questions before proceeding any further. Regardless of the agency relationships which may be established, you have the responsibility to protect your own interests. Once you have read and discussed this information with the agent, please acknowledge your receipt of a copy of this form. Your cooperation will help the agent to comply with the rules of the North Dakota Real Estate Commission.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE GENERAL AGENCY DISCLOSURE EXPLAINING CLEARLY THE DIFFERENT TYPES OF AGENCY REPRESENTATION.

×	
	Date:
	Date:
	Date:
irm Name: Keywold's Realty	
irm Name: Reunilds Realty alesperson: S. Micole Worth	

# WHAT DUTIES WILL THE AGENT OWE TO YOU?

### IF PHE AGENT REPRESENTS THE SELLER:

The agent typically becomes the Seller's agent either by entering into a listing agreement with the Seller or by agreeing to act as a subagent through a listing agent. A subagent may work in a different real estate office. A Seller's agent can assist the Buyer but does not represent the Buyer. A Seller's agent must place the interests of the Seller first. The Buyer should not tell a Seller's agent anything the Buyer would not want the Seller to know, because a Seller's agent must disclose to the Seller any material information he or she knows.

### IF THE AGENT REPRESENTS THE BUYER:

The agent typically becomes the Buyer's agent by entering into an agreement to represent the Buyer. A Buyer's agent can assist the Seller but does not represent the Seller. A Buyer's agent must place the interest of the Buyer first. The Seller should not tell a Buyer's agent anything the Seller would not want the Buyer to know, because a Buyer's agent must disclose to the Buyer any material information he or she knows.

# IF THE AGENT REPRESENTS BOTH: DUAL AGENCY

An agent may not represent both parties to a transaction unless the agent complies with specific requirements established by law. In addition to providing the parties with this form, the agent must enter into a written agreement with each party which authorizes the agent to represent more than one party and sets forth who will pay the agent's from disclosing of any party. Unless written permission from the appropriate party is obtained, the agent is prohibited transpectifically instructs the agent in writing not to disclose, unless disclosure is required by law. The agent's there are potential conflicts of interest when an agent represents more than one party. The agent is obligated to inform each party of all facts the agent knows which would affect the party's decision to permit the agent to

## BROKER/SALESPERSON:

# KEEP A COPY OF THIS PORTION IN YOUR PERMANENT FILES!

<u> </u>	SELLER'S PROPERTY CONDITION STATEMENT (to be completed by SELLER)  Property Address The seller authorizes the Brokers or Salespersors to provide the following information to prospective Suyers. This is not a warranty inspections or warranties the party(s) may wish to obtain, information properties and is not a substitute or contract between Buyer(s) & Seller(s). BLYER(s) MAY WISH TO OBTAIN, information properties.
2.	The seller authorizes the Broken
3.	CHADANTER OF SHESSON O
4. 5.	INSPECTIONS OR WARRANTIES THE PARTY'S MAY MARKET THE SELLENGS OF ANY AGENT(S) REPRESENTING ANY PARTY'S ANY MARKET THE SELLENGS OF AWARRANTY
6.	THE PROPERTY A Seller(s) & Seller(s). BUYER(S) AND SELLEP(S) MAY WISH TO OBTAIN. Information presented in this form is not in the form in the form in the form in the seller in this form in the seller in the selle
7	TO USTAIN PHOFESSIONAL ADVICE & OR INCOCONT
8	GENERAL INECESSATION
9.	
10. 11.	Have you fived in this home for the past 12 months? Yes No
12.	If yes, please specify what what what is the structure of
13.	Has the structure been altered? (For example, additions, altered roof lines, changes to load bearing walls.) Yes No
14. 15	N/A = Not Applicable
16.	II. STRUCTURAL INFORMATION: YES NO UNK NA
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18 19	list there or has there been basement water second end/or details to any question answered to
20	Manager of the Manage
21.	
22.	Zi. Is drain and/or sump installed and working property? If yes, where does it drain to:     Zi. Is drain and/or sump installed and working property? If yes, where does it drain to:     Zii. Is drain and/or sump installed and working property? If yes, where does it drain to:     Zii. Is drain and/or sump installed and working property?
23.	22. Are all structures located within the boundaries of the property?  23. Was the structure moved to this site?
24 25.	23. Was the structure located within the boundaries of the property?  24. Are there cracks in the driveway, garage floor, sidewalks, patio, retaining walls, or other outside has surfaced areas?  26. Does the roof leak? Has there here interest descriptions.
26.	surfaced areas?
27	26. Does the roof leak? Has there been interior damage from condensation or ice builduo?
28 29	surfaced areas?  26. Does the roof leak? Has there been interior damage from condensation or ice buildup?  27. Is there damage to the roof or shingles? What repairs, if any, have been made?
30.	27. Is there damage to the roof or shingles? What repairs, if any, have been made?  28. Are you aware of dry rot in the building?  29. Have you performed work upon the
31	electrical or other and the property within the last 5 years
32.	31. Was a permit obtained?
33 ' 34	32. Was the work approved by an inspector?
35.	32. Was the work approved by an inspector?  33. Has the property or its improvements been damaged? (i.e. fire, smoke, wind, floods, hail, snow, or broken to be a smoke of the
36	water line) If yes, was the damage repaired?  So Do rain gutters and downspouts work?  35. Have damage claims been paid to we be income.
37	35. Have damage claims been paid to you by insurance coverage?  37. Are the exterior and interior locks operable?  38. Will keys be provided for each?
8. <u>~</u> 9	36. Have damage claims been paid to you by insurance coverage?  37. Are the exterior and interior locks operable?  38. Will keys be provided for each?  39. Are all the window screens available?
0	39. Are all the window screens available? 40. Are there damaged screens? 41. Are all the storm windows available?
1	39. Are all the window screens available? 40. Are there damaged screens?
3.	40. Are there damaged screens?  41. Are all the storm windows available?  42. Are there broken windows or broken seals?  43. Are akylights in working conditions.
4.	A? A.
5.	44. Is the fireplace, woodburner, chimney, or flue in working order?  45. Has the fireplace/woodstove/chimney/flue been cleaned order?
6. 7	
	46. Are there additional property conditions that have not been described above? (i.e. slanted floors, sticking NO UNK N/A Do any of the following property conditions that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above? (i.e. slanted floors, sticking that have not been described above?)
	WATER & SEWER SYSTEMS:  Windows, settling, distorted door frames, sagging ceilings or siding irregularities?
	NO UNK N/A Do any of the following property conditions exist or have they existed? Give details to any question answered yes.  50. Is there a water well(a) on the property?  What is the source of household water? (city dept. 1998)
	51. What is the second on the property?
	50. Is there a water well(a) on the property?  51. What is the source of household water? (city well, rural)  52. What is the type of sewer system? (Left city well, rural)  53. Is there a sprinkler system and is it in working order?  54. Do you know the flow rate or capacity of the works.
X	
L	54. Do you know the flow rate or capacity of the well? If yes, what is it?  55. Has the well water been tested? Testeresults attached? Yes
IV.	ENVIRONMENTAL CONDITIONS: NO Comments: NO
YES	NO UNK N/A DO ROUGETTO THE
	50 Are following property conditions exist or have they exist or have they
-	60. Are there underground storage tanks?61. Is urea-formaldehade tanks?
	61. Is urea-formaldehyda foam insulation present?  62. Are asbestos containing materials present?  63. Is lead based paint present?
	63. Is lead based paint present? If yes called
	63. Its lead based paint present? If yes, seller agrees to provide purchaser with all available records and reports  65. Has the property been tested for radon?  66. Selection of the property of the property of the property.
<del>  </del>	65. Has the property been tested for radon?
	The state of the s
	69 Are you aware of diseased trees or shrinks?
<b>.</b>	Who was 70. Are there of home at home
YES	NO UNK NVA Are there or have there been pets in the property?
	NO UNK N/A Are you aware of the following?
<del></del>	
	West of the second state of the second secon
	76. Homeowners Association that has authority over the property?

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### PO BOX 550 STANLEY, ND 58784-0550

Beauty Shop

# Disclosure of information on Lead-Based Paint and Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead polsoning. Lead polsoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based

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### PO BOX 550 STANLEY, ND 58784-0550

Variety Store

# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

## Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the poses a particular risk to pregnant women. The series of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based

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## AGENCY DISCLOSURE TO BUYER CUSTOMER

	Before Reunal Report ("Firm") begins to assist you in finding and purchasing a property, we must disclose to you that Broker will be representing the seller in the transaction.
	Broker will disclose to you all material facts about the property of which Broker is aware, that could adversely and significantly affect your use or enjoyment of the property. Broker will also assist you with the mechanics of the transaction.
	When it comes to the price and terms of an offer, Broker will ask you to make the decision as to how much to offer for any property and upon what terms and conditions. Broker can explain your options to you, but the ultimate decision is yours. Broker will attempt to show you properties in the price range and category you desire so that you will have information on which to base your decision.
	Broker will present to the seller any written offer that you ask Broker to present. Broker asks you to keep to yourself any information about the price or terms of your offer, or your motivation for making an offer, that you do not want the seller to know. Broker would be required, as the seller's agent, to disclose this information to the seller. You should carefully consider sharing any information with Broker that you do not want disclosed to the seller.
<b>〈</b>	Customer Reyndds Realty (Broker)
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## Reynolds Realty

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of 404 Frontone Road.	Now Town LO Fred
hardinafter referred to as Purchisser, offer to purch	cluse from WMCPN D & Great day 13
a FULLY DOG NEW	CONTROL STATE OF ATTOIN
hereinafter referred to as Seller, the following descrit	Abed Real Estate LOTS 7 Q 4 Q (MCQ) 17
	the Ethorachotalogral loweste
with a meeting or street address of:	V 3al Mart
Located to the municipal Mounts = 2	sid has been
brouded in the purchase price are all liens and equi	state of North Dakota
	State of North Dakota  Uppment attached in the property, which will be delivered free and cleer of any encumbrances, and in their present cond an blinds, plants, shrubs and trees, storm doors and windows, screens, awaings, electric lighting listures and bulbs, chandled hinoleum, wall to uself carpeting, besteatball hoop, mailton, garage door opener and opinions, fit opinions screens and guitarrent exceptions have a series and statement of the contraction of the con
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The lollowing personal property is also included as	a part of the property for said purchase prior 2. Did 1 165 (1991)
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The same of Fulcase Price \$ [	shall be paid as follows: COONTO SO 10 Y
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3. Evidence of title in the form of Aup-to-date abstract	ct of title paid for by 50 10 % ph
m an amount equal to said purchase price. The Purchase any defects which may appear thereto. The Purchase	ct of title paid for by SOUDY De policy of title insurance peid for by SOUDY Chaser shall have a reasonable time to examine seid title and shall allow the Select 45 days after notification in which effer further agrees to deliver a good and sufficient Werranty Dead, free and place of all times after notification in which
soning ordinances, building and use restrictions, easeme	chaser shall have a reasonable time to examine seld title and shall allow the Solier 45 days after notification in which tester further agrees to deliver a good and sufficient Westenty Dead, free and clear of all items and encumbrances exce
Seller represents that Seller has had no notice from a subject property as of rhate of stantage of this	eny governmental body of any violations of building codes or other regulations which remain unremedied affecting th ct.
4. Rent, taxes and condomination association dues for the	A. the second which remain unremedied affecting the
assessments in the amount of \$4/0/0 54	the curent year shall be proteined between Purchaser and Seler as of the date of possession, Aclosing. Special rate to be possession including to be proteined and selecting the possession.
6556550 nearly proported as of the date of 17	interest accrued, experienced by the Purchaser and the annual installment of annual
Neither the Seller nor Seller's agent make arrespond	on, U dosting.
against the property subsequent to the date of purchy	on, LJ closting, intelligence of warranty whatsoever concerning the amount of real estate faces or special assessments which can be assessed.
5. Closing for title and financial documents shall be on o	ordinate (n-1-15)
Seller agrees to deliver possession of the premises on	no Nout (0: 1-10)
Special conditions:	. 19
Earnest Mosey will be Denne	ited upon acceptance of offer.
Settlement Fee to be paid by Buyer . Seller .	. Buyer and Seller . Neither .
from premises prior to possession date	J. Buyer and Seller
7 The agreement shall be contingent upon NIA	property not included herein and all debris
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### **CERTIFICATION**

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated
Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is
composed of 7 members of whom 5 constitute a quorum, were present at a Regular
Meeting thereof duly called, noticed, convened, and held on the way 2010; that
the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of
members, members opposed, members abstained, members not voting,
and that said Resolution has not been rescinded or amended in any way.

Chairman [ ] Voting. [ ] Not voting

Dated this 21st day of May, 2010

ATTEST:

Tribal Secretary, V. Judy Brugh Tribal Business Council Three Affiliated Tribes Tribal Chairman, Marcus D. Levings Tribal Business Council Three Affiliated Tribes

#### CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 2121 of Hay, 2010; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of members, members opposed, members abstained, members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [✓] Voting. [ ] Not voting.

Dated this Zist day of May, 2010.

Tribal Secretary, V. Judy Brugh

Tribal Business Council
Three Affiliated Tribes

ATTEST:

Tribal Chairman, Marcus D. Levings

Tribal Business Council
Three Affiliated Tribes