



Northwest Timberlands

214 North Third Street
Shelton, Washington 98584
www.greendiamond.com

Kris Peters
Squaxin Island Tribal Council
10 SE Squaxin Lane
Shelton, WA 98584
Via: Hand Delivery

October XX, 2026

Re: Tribal access in open areas

Dear Chairman Peters,

The Northwest Timberlands Division of the Green Diamond Resource Company (**GDRC**) has recently been communicating with a representative of the Squaxin Island Tribe (the **Tribe**) to coordinate access to GDRC's Washington timberlands for hunting by tribal members pursuant to a co-management agreement between the Tribe and the State of Washington, Department of Fish and Wildlife (**WDFW**). Upon mutual execution of this "**Letter Agreement**" and until such time as this Letter Agreement expires by its terms or either party terminates this Letter Agreement with written notice, we at GDRC would like to facilitate that access to the following specific lands within our footprint:

- GDRC lands located in Mason and Grays Harbor counties that are open to non-permitted access, including drive-in access when identified by a green dot and walk in access when identified by a red dot. This permission excludes areas restricted to permitted or contracted access only, including any areas with contracted access to the Tribe, for which the terms of that contract apply.

Exhibit A to this Letter Agreement is a map of GDRC's timberlands located in Mason and Grays Harbor Counties showing areas where Squaxin Island Tribe hunting access is allowed and where it is not allowed under this Letter Agreement because it is exclusively permitted for other groups or persons or hunting is prohibited. For so long as this Letter Agreement is in effect, GDRC may update the map in Exhibit A with written notice provided to the Squaxin Island Tribe.

We understand that the Tribe and WDFW have a co-management agreement that applies to tribal hunting activities (the "**Co-Management Agreement**"). With a Co-Management Agreement in place, it is our further understanding that GDRC may grant this letter of access permission to the Tribe without purporting to authorize any specific animal harvest. We are pleased to offer this letter of access permission that the Tribe may present to WDFW in fulfillment of co-management agreement obligations. If the Co-Management Agreement expires or is terminated for any reason, this Letter Agreement shall also terminate effective on the same date when the Co-Management Agreement was terminated or expired.

With the above-stated understandings, this Letter Agreement serves as evidence that GDRC has agreed to permit access to the specified GDRC lands for tribal hunting activities.

It is our understanding that any tribal hunters accessing and using GDRC timberlands pursuant to this Letter Agreement will be members of the Squaxin Island Tribe acting in compliance with all tribal hunting ordinances as adopted by the Squaxin Island Tribe. All other public access rules for use of GDRC timberlands will apply to any tribal member accessing these lands, including camping limitations, speed limits, motor vehicle exclusions, and any temporary road and access closures for fire risk or GDRC operations.

We at GDRC would appreciate notice from the Tribe as to when tribal seasons are scheduled to begin and end and, if possible, information as to where planned hunting will occur so that our staff in the woods know to expect some activity. Such notice is an ask and not a condition of our Letter Agreement. Similarly, GDRC may ask to work with the Tribe's leadership on protocols to assist GDRC in managing general public access along with tribal access. This may include asking tribal hunters to show GDRC staff appropriate identification with a purpose limited to ascertaining tribal membership.

This agreement is limited to members of the Squaxin Island Tribe; however, GDRC may make a similar offer to other interested tribal nations. GDRC will not oversee and enforce the hunting regulations of the Tribe, any other tribe, or the State of Washington and expects either the WDFW and/or the Tribe or tribes to resolve any disputes concerning co-management and hunting regulation by the Tribe or any tribes permitted to use GDRC timberlands. This agreement exists in isolation of any other agreements between the Tribe and GDRC. Any other agreements, including other access agreements, exist in parallel to this agreement unless otherwise noted.

The Tribe agrees that GDRC has provided access under this Letter Agreement at the Tribe's request and without payment by the Tribe or tribal members of any fee, reimbursement, or other consideration. The Tribe acknowledges that GDRC is a landowner with immunity, under Section 4.24.210 of the Revised Code of Washington, from potential liability for property damage or injuries arising from free access and recreational use of GDRC property. GDRC makes no representation to the Tribe as to the present or future conditions of the GDRC lands accessed under this Letter Agreement or the fitness of its lands for the contemplated hunting activities. The Tribe accepts this access permission subject to all danger or injury to persons and damage or destruction of personal property while the Tribe or its authorized members are on GDRC lands. Solely for purposes of and strictly limited to liability within the scope of the Tribe's insurance coverage, the Tribe shall indemnify, defend, and hold harmless GDRC and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, expenses, injuries or claims resulting from, arising out of, or in any way connected with the Tribes' use of GDRC lands under this Letter Agreement. The Tribe shall procure and maintain commercial general liability and auto liability insurance in the amount of \$5 million covering GDRC, the Tribe, and the Tribe's members accessing GDRC lands under this Letter Agreement. Prior to accessing GDRC property pursuant to this Letter Agreement, and thereafter, at all times when this Letter Agreement is in effect and upon GDRC request, the Tribe shall provide GDRC with a certificate of insurance showing "Green Diamond Resource Company" as an additional insured for claims arising from the presence of members of the Tribe on GDRC

property pursuant to this Letter Agreement. Certificates of insurance required under this Letter Agreement shall be submitted via email in pdf format hand delivered or sent to: coi@greendiamond.com .

GDRC and the Tribe agree that this Letter Agreement shall not be used by either party as evidence or construed to represent any position upon the part of either party with respect to the existence, non-existence, validity, or invalidity of any claim of tribal treaty rights and privileges or the scope of claimed treaty rights and privileges.

We offer this letter in the spirit of cooperation and coordination and wish your hunters success in their effort.

This Letter Agreement is sent to you as duplicate signed originals. If the above-stated understandings and conditions are acceptable to the Tribe, please sign and return one original of this letter of access permission to me.

Thank you,

Brian Sayler
Vice-President and General Manager
bsayler@greendiamond.com

ACCEPTED AND AGREED


Kristopher Peters (Sep 22, 2026 09:20:56 PDT)
Kris Peters, Chairman
Squaxin Island Council

Green Diamond Agreement

Final Audit Report

2026-09-22

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"Green Diamond Agreement" History

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