



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 21-41 of the SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

**WHEREAS**, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

**WHEREAS**, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

**WHEREAS**, the Squaxin Island Tribe desires to convey title to real property, known as “Cougar Point” more specifically described as Thurston County Parcel No. 9304-32-00000, and further described in “Exhibit A” attached hereto (the “Property”) to the United States of America in trust for the benefit of the Tribe pursuant to 25 U.S.C. § 465 and 25 C.F.R. Part 151;

**WHEREAS**, the Property is centrally located in proximity to the Tribe’s original Island reservation will provide critical access for aquaculture and the treaty harvest of shellfish in keeping with the culture and lifeways of the Squaxin people; and

**WHEREAS**, the Preliminary Title Insurance Commitment issued by Old Republic National Title Insurance Company contains Special Exceptions that must be addressed before the Department of the Interior can accept the Property in trust; and

**WHEREAS**, Special Exception No. 1 notes that the deed provides the State of Washington with a right to reversion in the event the tidelands are used for any other purpose than the planting and cultivation of oysters; and

**WHEREAS**, Special Exception No. 2 notes the deed provides the State of Washington with a reservation of mineral and resource rights, including ingress and egress for removing products; and

**WHEREAS**, Special Exception No. 3 notes that the boundary of the property may shift over time due to changes in the water level and shifts in the high water mark; and

**WHEREAS**, Special Exception No. 5 notes that use, occupancy, or improvement of the land along the shoreline may be prohibited or limited by the rights of public or riparian owners; and

**WHEREAS**, Special Exception No. 6 notes that access to the adjacent uplands may be compromised;

**NOW THEREFORE BE IT RESOLVED**, that the Tribe acknowledges and accepts the use of the tidelands is limited solely to the cultivation of oysters or edible shellfish as described under Special Exception No.1;

**BE IT FURTHER RESOLVED**, that the Tribe affirms its awareness of and acknowledges the reservation of mineral rights described under Special Exception No. 2 and affirms that the reservation of mineral rights will not impact the proposed use of the property;

**BE IT FURTHER RESOLVED**, that the Tribe accepts and acknowledges the risk of the boundary shifting over time due to changes in water level as described under Special Exception No. 3;

**BE IT FURTHER RESOLVED**, that the Tribe accepts and acknowledges the risk that its use, occupancy, or improvement of the land along the shoreline may be prohibited or limited by the rights of public or riparian owners as described under Special Exception No. 5;

**BE IT FINALLY RESOLVED**, that the Tribe acknowledges and accepts the risk that access to the adjacent uplands may be compromised as described under Special Exception No. 6.

### CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 24 day of June, 2021, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

*Kristopher K. Peters*  
[Kristopher K. Peters \(Jun 25, 2021 14:49 PDT\)](#)

**Kris Peters, Chairman**

*Charlene Krise*  
[Charlene Krise \(Jun 25, 2021 20:21 PDT\)](#)

**Charlene Krise, Vice Chair**

*Jeremie Walls*  
[Jeremie Walls \(Jun 25, 2021 18:31 PDT\)](#)  
**Jeremie Walls, Secretary**












# Cougar Point Resolution\_Special Exceptions

Final Audit Report

2021-06-26

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