



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 21-45

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council (the “Tribal Council”) is the Governing Body of the Squaxin Island Tribe (the “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 Counsel and the Secretary of the Interior on July 8, 1965, as amended; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the 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 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, Port Blakely Tree Farms, a Washington limited partnership, has expressed its willingness to sell certain forestlands in its possession to the Tribe; and

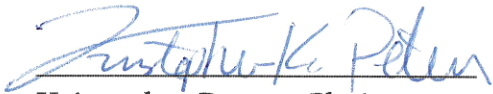
WHEREAS, those forestlands are adjacent and contiguous to the Tribe’s existing Reservation, including its housing and administrative headquarters; and

WHEREAS, Tribal and Port Blakely staff have reached a tentative agreement for the terms of the sale of the property.

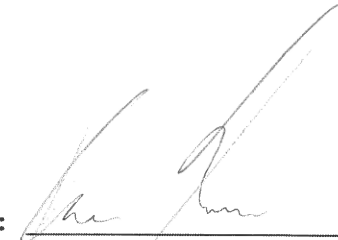
NOW THEREFORE BE IT RESOLVED, that the Tribal Council approves and agrees to the attached Real Estate Purchase and Sale Agreement between Port Blakely Tree Farms and the Squaxin Island Tribe, and authorizes and directs its Chair, Kristopher Peters, to execute the attached Agreement and related documents on behalf of the Tribe.

CERTIFICATION

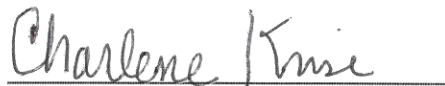
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 8 day of July, 2021, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



Kristopher Peters, Chair

Attested by: 

Patrick Braese, Secretary



Charlene Krise, Vice Chair

COPY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "**Agreement**") is made as of this ____ day of July 2021, by and between PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership, doing business as Port Blakely US Forestry, or assigns ("**Seller**"), and the SQUAXIN ISLAND TRIBE, a Federally recognized Tribe ("**Buyer**") for purchase and sale of approximately 860 acres, more or less, of real property situated in Mason County, Washington, and legally described on **Exhibit A** attached hereto and incorporated herein by reference, commonly known as the Kamilche Blocks, together with all timber (standing, dead or downed) thereon, any fixtures and improvements thereon owned by Seller, and all rights, privileges, and interests appurtenant thereto (collectively, the "**Property**"); provided, however, the term "Property" as used herein (i) shall exclude any timber (standing, dead, or down) and other rights and interests that will be reserved in the Timber Reservation in the form of **Exhibit D** attached hereto and incorporated herein by reference, and the rights and timber that may be harvested under the Forest Practice Application No. 2422265, which timber was approved for harvest by the Washington State Department of Natural Resources (the "**DNR**") under Forest Practice Application/Notification 2422265, on May 8, 2021, a copy of which is attached hereto as **Exhibit E-1**, which covers those portions of the Property described and shown on the maps attached thereto as **Exhibit E-2**, covering in the aggregate approximately 108 acres identified therein as Units 1, 2, 3 "Kamsino" and Units 3, 4, and 5 "McKamsino" (the "**FPA**") (collectively, the "**Timber Reservation**") and (ii) shall be subject to and limited by the Permitted Exceptions (defined below).

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property for the price and upon the terms and conditions described below.

1. PURCHASE PRICE: PAYMENT; DEPOSIT.

The total purchase price for the Property is FIVE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (U.S. \$5,300,000) (the "**Purchase Price**") which amount shall be paid in cash or other immediately available funds upon Closing. On the execution of this Agreement Buyer shall deposit earnest money deposit equal to five percent (5.0%) of the purchase price, or TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (U.S. \$265,000.00) (the "**Deposit**") with Aegis Land Title Group, LLC doing business as Mason County Title Company, whose office is located at 130 West Railroad Avenue, PO Box 278, Shelton, Washington 98584 ("**Closing Agent**") as the Closing Agent to be held in escrow and disbursed by the Closing Agent on the terms and conditions of this Agreement. The Deposit shall apply to the purchase price at Closing. If there is a failure of any condition to Buyer's obligation to close hereunder or if Seller fails, without legal excuse, to close as required herein, the Deposit shall be promptly returned to Buyer. If Buyer fails, without legal excuse, to close as required herein, the Deposit shall be forfeited to Seller and the Closing Agent shall immediately disburse the Deposit to Seller, as Seller's sole and exclusive remedy for Buyer's failure to close without legal excuse.

2. CLOSING DATE.

The terms "**Closing Date**" or "**Date of Closing**," as used herein, shall mean the date Closing occurs. The term "**Closing**," as used herein, shall mean the Closing of this transaction, as evidenced by the delivery of all documents necessary for the conveyance of the Property, the recordation of the Statutory Warranty Deed, and payment to Seller of all funds required to complete the purchase contemplated herein.

This sale shall be closed in the office of the Closing Agent on or before the date that is twenty (20) days following the earlier of (i) the date Seller receives notice of Buyer's acceptance of the condition of title or (ii) July 23, 2021 which shall be the last day to close this transaction (the "**Closing Deadline**"); provided, however, the Closing Deadline shall be automatically extended for up to three (3) business days as may be required by either party to deliver into escrow any required documents or funds. Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement. If the sale fails to close by the Closing Deadline, and Buyer is not in default hereunder, the Deposit shall be promptly refunded to Buyer, and the Closing Deadline shall be the termination date of this Agreement.

3. PRORATIONS; CLOSING COSTS.

Taxes and assessments for the current year shall be prorated as of the Date of Closing.

At Closing, Seller shall pay the premium for an owner's standard coverage title insurance policy (without endorsements or extended coverage) in the insured amount of the Purchase Price; transfer taxes, if any; one-half (1/2) of the Closing Agent's escrow fee; costs and fees to clear any title encumbrances that Seller is required to remove; and Seller's legal fees. If Seller elects to obtain a seller's title insurance policy at Closing, Seller shall pay the premium for such policy.

At Closing, Buyer shall pay the cost of recording any instrument required to perfect Buyer's title to the Property and Buyer's financing; Buyer's legal fees; one-half (1/2) of Closing Agent's escrow fee; the cost of any special endorsements to the owner's title insurance policy as Buyer may require, and the additional cost of extended coverage owner's title insurance if Buyer elects to obtain such form of title insurance; all costs associated with Buyer's financing; and all costs of any survey, environmental reports or inspections, timber cruise, and other due diligence costs of Buyer.

The parties recognize that if Buyer requests a continuance of the forest or timberland tax classification or designation of the Property, it may be necessary for Buyer to submit to the Mason County assessor's office in advance of the Date of Closing, a request for continuance, a timber management plan, and/or the signed real estate excise tax affidavit containing such request for continuance. Seller agrees to cooperate with Buyer, including signing, as grantor, the applicable request for continuance or real estate excise tax affidavit for the transaction prior to Closing, as reasonably requested by Buyer, in order to have Buyer's continuance request considered in time for Closing by the Closing Deadline; provided, however, Seller shall not be required to incur any expense, obligation or liability in so cooperating. Buyer shall be responsible for payment of all fees associated with any request for continuance.

Notwithstanding the foregoing, if Buyer's request for continuance is disapproved or the Property or any portion thereof is removed from its zoning or forest land, open space, timberland, or similar non-ad valorem tax classification or designation ("**Non-Ad Valorem Classification**") due to this transaction or any act of Buyer, Buyer shall be obligated to pay at Closing or otherwise when due all compensating or "roll-back" taxes, penalties and interest that become due or assessable on account of such removal. Buyer shall be responsible for and shall defend, indemnify, and hold Seller harmless from and against all compensating or "roll-back" taxes, penalties, interest, claims, costs, fees (including attorneys' fees and costs), damages, assessments, (including ad valorem real property tax assessments or reassessments), lawsuits, and liabilities of any kind whatsoever if either Buyer's acquisition of the Property or any portion thereof or Buyer's use of or actions with respect to the Property or any portion thereof before or after Closing results in a change in or withdrawal from the Non-Ad Valorem Classification applicable to the Property or such portion thereof. This indemnity and defense obligation shall survive the Closing and any termination of this Agreement and shall not be limited by any other provision of this Agreement.

4. COMMISSIONS.

Buyer and Seller each represent and warrant to the other that neither has engaged the services of a real estate agent or broker in connection with this transaction.

Buyer and Seller each further hereby agree to indemnify the other against and hold the other harmless from any and all loss, damage, liability, cost or expense, including attorneys' fees, suffered or incurred by it arising out of or relating to any claim for real estate commission, or fees, claimed by any real estate agent or broker claiming to have been engaged by the indemnifying party.

5. TITLE INSURANCE.

As soon as reasonably possible after the date of this Agreement, but in any event no later than fifteen (15) days after the date of this Agreement, Seller will provide Buyer with a preliminary commitment for standard coverage owner's title insurance covering the Property in the amount of the Purchase Price (the "**Commitment**") issued by Aegis Land Title Group, LLC doing business as Mason County Title Company (the "**Title Company**") together with copies of all recorded title documents shown therein as special exceptions which are provided by the Title Company. Buyer may notify Seller at any time prior to the date that is thirty (30) days after the Commitment is provided to Buyer of its disapproval of any special exception shown in the Commitment or any supplement thereto. Any such special exceptions not disapproved by Buyer's notice of disapproval received by Seller on or before the date that is thirty (30) days after the Commitment is provided to Buyer, shall be deemed approved by Buyer. All general exceptions shown in the Commitment, exceptions a. through r. shown on Exhibit B to the form of the Statutory Warranty Deed attached hereto as **Exhibit B**, the Timber Reservation, and all exceptions arising by, through or under Buyer shall be deemed approved by Buyer. Mineral reservations shall be considered not approved by Buyer and shall be removed by Seller.

Except as expressly provided below, Seller shall not be obligated to remove any title exceptions that Buyer disapproves. Neither Seller nor Buyer shall be required to close, and this Agreement shall terminate if any such special exception that is timely disapproved by Buyer cannot be or is not removed by the Closing Deadline; provided, however, that Buyer may elect to waive its disapproval of such exception(s) and close on the remaining terms if it gives notice of such waiver to Seller by the earlier of (i) ten (10) days prior to the Closing Deadline or (ii) five (5) days after Seller notifies Buyer that Seller will not remove any such disapproved special exception, and all such exceptions shall be deemed approved by Buyer. Notwithstanding the foregoing, Seller shall remove on or before Closing all liens and monetary encumbrances affecting the Property (other than non-delinquent real property taxes and assessments and any liens or monetary encumbrances arising by, through or under Buyer) and all encumbrances of any type affecting the Property (including, without limitation, unrecorded agreements and min) created after the date of this Agreement that are not permitted by this Agreement or have not been expressly approved in writing by Buyer (collectively, "**Impermissible Encumbrances**"), and Seller's failure to do so by the Closing Deadline shall constitute a material default of this Agreement by Seller. Exceptions, liens, and encumbrances to be discharged by Seller may be paid out of the Purchase Price at Closing.

Buyer's obligation to close is conditioned on the Title Company issuing or being unconditionally committed to issue Buyer at Closing an ALTA Standard Coverage Owner's Policy of Title Insurance (Form 2006) pursuant to the Commitment, together with such special endorsements thereto as Buyer may reasonably require, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property and such other matters as are insured against by such policy and endorsements, subject only to the printed exclusions and general

exceptions appearing in the policy form, those special exceptions approved or deemed approved by Buyer, and any other Permitted Exceptions; provided, the cost of any such special endorsements to the title policy required by Buyer shall be borne by Buyer. Seller shall provide the Title Company with an owner's affidavit, in a form reasonably acceptable to Seller, as the Title Company may reasonably require in connection with the issuance of such title policy; provided, Seller, shall not be obligated to provide the Title Company with any indemnity.

If in connection with the anticipated Closing, the Title Company fails to issue or unconditionally commit to issue the title insurance to which Buyer is entitled under this Agreement, Buyer may elect to terminate this Agreement and receive a refund of the Deposit or may waive such deficiencies in the available title insurance by proceeding to Close or, if such deficiencies in the available title insurance are due to Seller's default under this Agreement, Buyer may pursue an action for specific performance of this Agreement.

Notwithstanding the foregoing, if the Title Company issuing the Commitment is an agent and not a title insurance underwriter, the title policy and any required special endorsements shall be issued by the insurance underwriter, Old Republic Title Insurance Company.

6. CONVEYANCE OF TITLE.

a. Conveyance: On Closing, Seller shall execute and deliver to Buyer a Statutory Warranty Deed, in the form attached as Exhibit B, conveying the Property expressly subject to the general exceptions shown in the Commitment, exceptions a. through r. shown on Exhibit B, all exceptions arising by, through or under Buyer, and special title exceptions shown in the Commitment or any supplement thereto (except any disapproved special exceptions that Seller elects to remove and Impermissible Encumbrances) (collectively, the "**Permitted Exceptions**").

b. Timber Reservation: The Statutory Warranty Deed conveyance by Seller shall also be subject to the Timber Reservation. The Timber Reservation shall be deemed to be a Permitted Exception. At Closing Seller and Buyer shall each sign the Timber Reservation to be attached as Exhibit C to the Statutory Warranty Deed.

c. Possession: Buyer shall be entitled to possession of the Property at Closing, subject to the Permitted Exceptions. Buyer shall not enter onto the Property prior to Closing without Seller's prior written consent, which consent may be granted at Seller's sole discretion and subject to such conditions as Seller may impose.

d. Mineral Release: Title to the subject property is encumbered by a mineral reservation in favor of Pope & Talbot, as disclosed by Deed dated December 6, 1948, recorded January 28, 1949, as Mason County Auditor File No. 128175, Volume 123 of Deeds, page 217. Seller is in the process of securing a release from the last know holder of the reservation. If Seller is not able to secure a deed from the last know mineral owner, Seller will proceed with abandonment proceedings under RCW 78.22 and any means necessary to secure a release of the rights and transfer the same to Buyer. Closing of this transaction on or before the closing date specified in Section 2 hereof, shall not relieve Seller of this obligation.

7. CLOSING DELIVERIES.

7.1 Seller shall deliver or cause to be delivered to Closing Agent in escrow at or before Closing,:

- i. An executed and acknowledged original Statutory Warranty Deed substantially in the

form of **Exhibit B**, conveying the Property to Buyer subject to the Permitted Exceptions, including the Timber Reservation;

- ii. A Seller-executed original of the Timber Reservation attached to the Statutory Warranty Deed as Exhibit C;
- iii. An original Real Estate Excise Tax Affidavit signed by Seller as Grantor in Section 8 thereof;
- iv. An executed and acknowledged Owner's Affidavit in favor of Title Company, as provided in this Agreement;
- v. A certificate affirming that Seller is not a disregarded entity or a "foreign person" as defined in I.R.C. Section 1445; and
- vi. A Notice of Continuing Forestland Obligations, in the form of **Exhibit C** attached hereto, completed and signed by Seller as seller;
- vii. Copy of the FPA and any amendments or alternative plans included therein;
- viii. Such other documents, certificates, and instruments of conveyance and transfer may reasonably be necessary to close the purchase and sale of the Property to Buyer or request the continuance of the Forestland Classification from Mason County or the State of Washington.

7.2 Buyer shall deliver or cause to be delivered to Closing Agent in escrow at or before Closing:

- i. Immediately available funds in the amount of the Purchase Price, subject to adjustments and proration pursuant to this Agreement;
- ii. A Buyer-executed original of the Timber Reservation attached to the Statutory Warranty Deed as Exhibit C;
- iii. An original Real Estate Excise Tax Affidavit as signed by Buyer both requesting Continuance under Section 6 (1) and as Grantee under Section 8;
- iv. A Notice of Continuing Forestland Obligations signed by Buyer as buyer;
- v. Such other documents, certificates, and instruments of conveyance and transfer may reasonably be necessary to close the purchase and sale of the Property from Seller or for requesting continuance of the Forestland Classification.

8. RISK OF LOSS; CONDEMNATION; BANKRUPTCY.

Risk of loss of or damage to the Property shall be borne by the Seller until the Date of Closing. If the Property or any material portion thereof is taken in condemnation or damaged by fire or other casualty prior to Closing, Seller shall immediately, upon learning thereof, notify Buyer, and Buyer may elect either to terminate this Agreement and receive a refund of the Deposit or to close on the terms hereof. As used in the preceding sentence, "**material**" means a portion of the Property that would reduce its value by more than five percent (5%) of the Purchase Price. If a bankruptcy filing is made by or against either party prior to Closing, the other party shall not be obligated to close unless such bankruptcy is dismissed prior to the Closing Deadline, and such other party may, at its option, elect to terminate this

Agreement by written notice to the party subject to such bankruptcy, in which event the Deposit shall be returned to Buyer.

Buyer understands and agrees that the Property is subject to the approved FPA and agrees to accept title to the Property subject thereto and the Timber Reservation terms.

9. SUBSEQUENT ACTS.

Between the date of this Agreement and the Closing Date, Seller shall maintain the Property and keep it in a condition at least as good as on the date of this Agreement, subject to casualty damage as provided in Section 8 above. Seller shall not cut or remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item or natural resource from their property or enter into any contract or agreement for the same after the date of this Agreement without prior, written approval from Buyer, which may be withheld in Buyer's sole discretion; provided, however, Seller shall have the absolute right to continue to harvest and remove any timber that would otherwise be subject to the Timber Reservation provided it does so in compliance with the FPA.

10. SELLER REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Buyer that:

10.1 Seller, and the person signing on its behalf, has full right, power, and authority to enter into and perform this Agreement, and the execution and performance of this Agreement have been duly authorized by all necessary action on the part of Seller. The execution and performance of this Agreement by Seller does not require the consent of any other person, court or entity, and does not conflict with or breach any agreement, order, judgment, or decree that is binding on Seller. Seller is duly organized and validly existing in the State of its formation and is in good standing under the laws of such State and under the laws of the State of Washington.

10.2 Seller is not a "foreign " person or entity for purposes of Section 1445 of the Internal Revenue code. Prior to Closing, Seller shall execute and deliver to Closing Agent a certificate of non-foreign status which meets the I.R.C. Section 1445 Foreign Investment in Real Property Tax Act requirements necessary to eliminate any withholding obligation of Buyer.

10.3 To the best of Seller's actual knowledge, (i) there are no Hazardous Substances on the Property in violation of any Environmental Law, (ii) Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental authority that the Property contains or may contain any Hazardous Substances in violation of any Environmental Law (except for any such violations or alleged violations that have been addressed to the satisfaction of the applicable governmental authority), (iii) Seller has not stored, used or maintained Hazardous Substances on, in or under the Property in violation of any Environmental Law nor permitted or allowed any storage, use or maintenance of Hazardous Substances on, in or under the Property in violation of any Environmental Law, and (iv) there has been no release of any Hazardous Substance on the Property in violation of any Environmental Law or any migration of Hazardous Substance from off-site in violation of any Environmental Law.

As used herein, the phrase "**Seller's actual knowledge**" means the actual knowledge, as of the date of this Agreement, of Michael Warjone, President, Forestry Division, of Seller, without investigation or inquiry or any duty of investigation or inquiry. In this regard Michael Warjone is acting for and on behalf

of Seller and is in no manner expressly or impliedly making any representations or warranties in his individual capacity, and he shall have no personal liability with regard thereto. As used herein, (i) the term "**Hazardous Substance**" shall mean any waste, pollutant, contaminant, or other material that is regulated or defined under any Environmental Law; provided, however, the term "Hazardous Substance" shall not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied in accordance with applicable federal, state, and local law; and (ii) the term "**Environmental Law**" shall mean any federal, state or local statute, regulation, code, or ordinance applicable to the Property pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Washington State Model Toxics Control Act, RCW Ch. 70.105D; the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; and the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks.

If any of the representations or warranties contained in Section 10.3 are known by Buyer to be untrue or incorrect as of the Closing Date, Buyer shall be entitled to either (i) terminate this Agreement in which event the Deposit shall be returned to Buyer unless such representation or warranty was untrue or incorrect because of a Buyer default, or (ii) elect to close under this Agreement notwithstanding the failure of such representation or warranty, in which event the Closing shall be deemed a waiver by Buyer of the failure of such representation or warranty and any claim for a breach related thereto. The representations and warranties set forth in Section 10.3 shall survive Closing for a period of twelve (12) months following the Closing Date. Notwithstanding anything to the contrary contained herein, no claim for a breach of any representation or warranty of Seller in Section 10.3 shall be actionable or payable (a) if the breach in question results from or is based on a condition, state of facts or other matter which is known to Buyer prior to Closing, (b) unless and only to the extent the valid claims for all breaches exceed \$25,000 in the aggregate; provided, if such claims exceed \$25,000, then Seller shall be liable for the full amount of such claims, and (c) unless written notice containing a description of the specific nature of such breach(es) shall be given by Buyer to Seller prior to the expiration of the one-year period following the Closing Date and an action shall have been commenced by Buyer against Seller with respect thereto within thirty (30) days after the expiration of such one-year period. In no event shall Seller's maximum aggregate liability for breach of any or all claims arising out of such representations and warranties exceed \$250,000.

11. BUYER REPRESENTATIONS AND WARRANTIES.

Buyer represents, warrants and covenants to Seller that:

11.1 Buyer, and the person signing on its behalf, has full right, power, and authority to enter into and perform this Agreement, and the execution and performance of this Agreement have been duly authorized by all necessary action on the part of Buyer. The execution and performance of this Agreement by Buyer does not require the consent of any other person, court or entity, and does not conflict with or breach any agreement, order, judgment, or decree that is binding on Buyer. Buyer is a federally recognized Tribe and sovereign nation.

11.2 Buyer has sufficient funds to close this transaction.

11.3 Prior to Closing, Buyer shall not (i) do anything to create any liens, claims, restrictions, or encumbrances against the Property, or (ii) change or attempt to change the land use, zoning, tax,

environmental, permitting, or other governmental or regulatory classification, status or condition of the Property. If any violation of this **Section 11.3** occurs, Seller shall have the right, in addition to any other available remedy, to terminate this Agreement, and the Deposit shall thereupon be forfeited and disbursed to Seller.

12. SELLER'S DISCLAIMER; "AS IS" SALE.

Buyer has examined the Property and is purchasing the Property solely on the basis of Buyer's own examination and evaluation thereof. Buyer assumes all risks with respect to and, except for Seller's representations and warranties in Section 10.3 hereof, neither Seller nor any agent, officer or employee of Seller makes or has made any representations or warranties and neither Seller nor any agent, officer or employee of Seller shall in any way be liable for or with respect to: (1) the condition, value, merchantability, quality or fitness of the Property or any timber, improvements, roads or fixtures thereon, including, without limitation, any culverts and bridges; (2) the suitability of the Property for commercial timber harvest, subdivision or real estate development or for any use whatsoever; (3) any applicable forestry, land use, DNR Road Maintenance and Abandonment Plan (RMAP), zoning, building, environmental, endangered or protected species, or fire laws, regulations, requirements, rules or ordinances or moratoriums or compliance therewith; (4) the existence or availability of water or utilities to the Property or water hookups; (5) the area or acreage of the Property, the timber volume or quantity, the age classification(s) of the timber or the species of timber; (6) the availability of permits for harvesting timber from the Property or for developing, subdividing or improving the Property; (7) access to the Property or the suitability thereof; (8) drainage, wetlands, shorelands, slope stability, critical areas or environmentally sensitive areas, boundaries, views, or encroachments; (9) the presence of endangered, threatened or protected species, or the nesting sites, waterways or critical or protected habitat of same; (10) the presence of any above ground or underground storage tanks, any environmental contamination or Hazardous Substances in, on or under the Property or groundwater thereof or of any adjacent property; (11) the existence of any moratorium affecting the Property or use or development thereof; or (12) the existence of any treaty, tribal, Native American or other aboriginal rights, claims or restrictions against the Property or area in which the Property is located, whether based on historical use(s) of the Property or the area in which the Property is located, the presence of any religious, archeological or historical cultural resources, artifacts, features, or remains on the Property or in the area in which the Property is located, or otherwise or the presence of any human remains on the Property. Buyer acknowledges that there are human remains on the Property.

Buyer assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection, including, without limitation, all environmental conditions and the possible presence of environmental contamination and/or toxic or hazardous substances (including Hazardous Substances). Buyer has inspected the Property, is satisfied with the condition of the Property and will be relying entirely on its inspection of the Property. Buyer has independently ascertained the applicable zoning, forestry, land use, RMAP, environmental, endangered, and protected species and other ordinances, rules, regulations, requirements, restrictions, laws, and moratoriums affecting the Property and accepts the Property subject thereto. Buyer accepts the land, timber, improvements, and fixtures (including without limitation, any roads, culverts, and bridges) and all other aspects of the Property in their present "AS IS" condition, without any representation or warranty, express or implied, except for Seller's representations and warranties contained in Section 10.3 hereof, and waives and releases all claims against Seller with regard to any condition affecting the Property, including, without limitation, any environmental contamination of or the presence of hazardous or toxic substances (including Hazardous Substances) in, on or under the Property or migrating to or from the Property or surface water or groundwater thereof or any adjacent

property, and agrees to indemnify and defend Seller, from and after Closing, against all claims and liabilities pertaining to the Property or any such condition affecting the Property. Buyer's waivers, releases and indemnity obligations under this paragraph shall not impair or adversely impact Buyer's rights or remedies with respect to the breach of Seller's representations and warranties contained in Section 10.3 hereof.

The disclaimers, waivers, releases, limitations of liability and the indemnity obligations set forth in this Section 12 and elsewhere in this Agreement for the benefit of Seller are intended to apply to and be binding on Buyer and all parties claiming by or through Buyer, directly or indirectly, and including any assignee and successor of Buyer's rights, claims or causes of action under this Agreement.

Buyer further acknowledges that any information, whether written or oral, or in the form of maps, surveys, cruise data, inventory information, plats, soil reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property and the timber thereon, any and all other matters concerning the condition, suitability, integrity, marketability, compliance with the law, or other attributes or aspects of the Property and the timber thereon, furnished by Seller is furnished to Buyer solely as a courtesy, and neither Seller nor its representatives have verified the completeness or accuracy of any statements or other information therein contained nor the qualifications of the persons preparing such information. Neither Seller nor its representatives warrant the completeness or accuracy of any information contained therein in any way.

13. NO ASSIGNMENT OR RECORDING; CONFIDENTIALITY.

Buyer shall not assign its rights hereunder to any person or entity without Seller's prior written consent, which may be withheld in Seller's sole discretion. Any such assignment made without Seller's prior written consent shall be voidable at Seller's option and shall entitle Seller to terminate this Agreement and receive the Deposit.

Seller may wish to complete this transaction (or portion thereof) as part of a Section 1031 tax-deferred like-kind exchange. Buyer agrees to cooperate with Seller in documenting and completing such exchange, and agrees that Seller may transfer all or any portion of Seller's rights and obligations under this Agreement to Seller's Qualified Intermediary, in Seller's sole discretion, provided that such assignment, if made, shall not release Seller from its obligations under this Agreement. In such event, Buyer shall sign its acknowledgment of any notice it receives that such assignment to Seller's Qualified Intermediary has been made. Buyer agrees to accept Seller's Qualified Intermediary as the assigned Seller of the Property (or applicable portion thereof) described in this Agreement. In connection with Seller's exchange, Buyer shall not be obligated to incur any additional liability or expense or take title to any other property, and any additional expense Buyer incurs due solely to Seller's exchange shall, if reasonable and documented, be reimbursed by Seller at Closing.

Buyer shall not cause this Agreement or any memorandum or notice hereof to be recorded or placed of public record, nor shall Buyer disclose, prior to Closing, the Purchase Price of the Property or other provision of this Agreement or information it discovers about the Property (including any information that Seller provides or has provided to Buyer about the Property) to any third party other than its lender, appraiser, attorney or representative integrally involved in this transaction on behalf of Buyer provided Buyer informs them that such information is to be kept confidential.

14. CONTINUING FOREST LAND OBLIGATIONS.

Seller hereby represents and discloses to Buyer, and Buyer acknowledges, that the Property is subject to those certain continuing forest land obligations, applicable to the Property under the forest practices rules adopted pursuant to RCW 76.09.370, listed on the notice which is attached hereto as **Exhibit C** (the "**Continuing Forest Land Obligations**"). At or before Closing, Buyer agrees to sign and deliver to Seller the original of the notice attached hereto as **Exhibit C** or such other substantially similar notice that indicates the Buyer's knowledge of the Continuing Forest Land Obligations as may be required by the DNR at the time of Closing. At Closing, Seller or Closing Agent shall send the executed notice to DNR in accordance with the requirements of RCW 76.09.390.

As of Closing, Buyer assumes and agrees to perform the Continuing Forest Land Obligations, except for those arising under the FPA, accruing from and after the date of Closing, at Buyer's sole cost and expense, in a timely fashion, and to indemnify, defend and hold Seller harmless from and against the Continuing Forest Land Obligations, except for those arising under the FPA, accruing from and after the date of Closing and any claim, loss, damage, cost or expense resulting from Buyer's failure to fulfill and perform the same. The provisions of this indemnity shall survive the Closing and shall not be limited by any other provision of this Agreement.

Seller represents and warrants that it has performed any portion of the Continuing Forest Land Obligations required to be performed prior to the date of this Agreement. Notwithstanding the foregoing, Seller shall be obligated to perform all obligations arising under the FPA, including reforestation.

15. DEFAULT; ATTORNEYS' FEES.

If Buyer fails without legal excuse to complete the purchase of the Property under this Agreement on or before the Closing Deadline, then the Closing Agent shall immediately pay the Deposit to Seller, and Buyer immediately shall forfeit the Deposit to Seller, as Seller's sole and exclusive remedy for Buyer's failure to complete the purchase of the Property under this Agreement. The parties agree and acknowledge that (i) Seller would suffer damages by reason of a failure of this transaction to close, (ii) the exact amount of such damages would be difficult to ascertain and to prove with certainty, (iii) the Deposit constitutes a fair and reasonable estimate of the actual damages Seller would suffer, and (iv) the parties (and/or their representatives) have negotiated and attempted, in good faith, to estimate the amount of such damages and to compensate Seller therefore as set forth herein; provided, however, that the foregoing shall not impair or limit Seller's right to recover on any indemnification claim against Buyer for any matter expressly indemnified by Buyer under this Agreement.

If Closing shall not occur solely due to the default of Seller, Buyer's remedies shall be limited to either (i) return of the Deposit and termination of this Agreement, or (ii) specific performance of Seller's obligation to convey the Property to Buyer.

In the event any proceeding is instituted to enforce or interpret any of the terms of this Agreement or any document required hereby or to enforce any right arising out of or in any way connected with this Agreement, or any document required hereby, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees both at trial and on appeal, in addition to all other sums provided by law, including reasonable title insurance company charges or fees and reasonable and necessary expert witness fees. In addition, if Buyer is the subject of bankruptcy proceedings, then Buyer shall reimburse Seller all attorneys' fees and costs incurred by Seller in connection with such proceedings. This provision shall survive the Closing and any termination of this Agreement and shall not be limited by any other provision of this Agreement.

Buyer and Seller hereby expressly and irrevocably waive all right to a trial by jury in any action, proceeding, claim, counterclaim or other litigation arising out of or relating to this Agreement or any of the activities or events referenced in this Agreement.

After the Closing Deadline, Buyer shall have no obligation or right to complete the purchase of the Property from Seller and Seller shall have no obligation or right to complete the sale of the Property to Buyer; provided, however, if this sale fails to close by the Closing Deadline due to the failure of a party to perform its obligations hereunder without legal excuse, the other party shall have the remedies with respect thereto as provided for in this Agreement.

All representations and warranties given by either party under this Agreement shall survive the Closing, expiration, or termination of this Agreement for a period of six (6) months and then shall terminate and have no further force or effect.

Neither Buyer nor Seller intend that any third party shall be a beneficiary of this Agreement with a right to enforce any of its terms.

16. PROFESSIONAL ADVICE.

Buyer and Seller each acknowledge that the terms and conditions of this Agreement affect the parties' rights and may have tax implications, and that it is therefore advisable to have this Agreement reviewed by such party's legal counsel and/or accountant. Each party is specifically aware that issues such as the form of deed, agency representation, title insurance, liquidated damages, financing, and representations and warranties are complicated and that the parties may require professional advice and for which each party should contact its own attorney or accountant. Furthermore, each party confirms and agrees that (a) it is not relying on any representations or advice by any real estate agent or broker involved in this transaction, and (b) it has satisfied itself as to the terms and conditions of this sale.

17. LIMITATION ON TIMBER HARVESTING.

Seller shall not, between the date hereof and Closing, cut or remove, or permit any other party under its control to cut or remove, any timber or logs within or from the Property except for timber harvestable under the FPA or that would otherwise be included in the Timber Reservation and in accordance with the FPA and the permitted harvest of such timber shall not reduce the Purchase Price.

18. GENERAL.

Time is of the essence in this Agreement. Unless specified otherwise herein, any periods of time referenced in this Agreement shall start on the day following the event commencing the period and expire at 4:00 p.m. (Pacific Time Zone) of the last calendar day of the specified time period unless the last day is a Saturday, Sunday or legal holiday in the State where the Property is located, in which event the specified period shall expire at 4:00 p.m. (Pacific Time Zone) on the next business day.

All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be either (a) delivered personally to the party to whom notice is to be given (in which case such notice shall be deemed to have been duly given on the date of delivery), (b) sent by Federal Express (or other overnight courier service) (in which event notice shall be deemed to have been given on the day of delivery or refusal of delivery), (c) mailed to the party to whom notice is to be given, by United States first class mail, registered or certified, return receipt requested, postage prepaid (in which case such notice shall be deemed to have been duly given on the day of delivery or refusal of delivery), or (d) delivered by electronic mail (in which case such notice shall be deemed to have been duly given on the date of delivery). Communications shall be addressed as set forth below

under the respective signature blocks of the parties. A copy of any notice to a party shall be concurrently sent to any person(s) identified below the signature block of such party who is designated to receive a copy of any notice to such party. A copy of a notice sent by means other than email shall concurrently be sent by email, and a copy of a notice sent by email shall concurrently be sent by another permitted means.

In no event shall any officer, director, employee, agent, or representative of either party have any personal liability in connection with this Agreement or transaction. The headings in this Agreement are for purposes of reference only and shall not limit or define the meanings thereof.

This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. Venue of any action with respect to the enforcement of this Agreement shall be in the county in which the Property is located, or at Seller's option, in King County, Washington. The terms, covenants, indemnities, warranties, and representations herein shall not merge in the deed of conveyance but shall survive Closing. This Agreement constitutes the entire Agreement of Buyer and Seller with respect to the subject matter and supersedes any and all prior agreements, negotiations, and representations between them, written or oral.

The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. All exhibits to which reference is made herein and Addendum No. 1 (defined below) are deemed incorporated in this Agreement in their entirety.

This Agreement may be modified only in writing, signed by Buyer and Seller. Any waiver of rights hereunder shall be in writing and signed by the waiving party. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. In construing the parties' intent with regard to this Agreement, no greater or stricter construction of any term or provision hereof shall be asserted against a party by reason of such party's being the drafter or alleged drafter thereof.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. If any provision of this Agreement is found by a court to be invalid or unenforceable, such finding shall not render the other provisions hereof invalid or unenforceable. This Agreement may be signed in multiple counterparts, which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by email transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

The representations, warranties, indemnifications, and obligations (to the extent such obligations are not fully performed at Closing) contained herein are intended to survive Closing (except to the extent expressly limited in this Agreement) and shall be deemed not to have merged into the deed or other closing documents.

19. ADDENDUM NO. 1.

The Addendum No. 1 to Real Estate Purchase & Sale Agreement to be signed by Buyer and Seller and dated as of the date of this Agreement in the form attached hereto ("**Addendum No. 1**"), is incorporated into, forms a part of and amends and modifies this Agreement. Except for its use in this Section 19, the phrase "this Agreement" shall mean this Agreement as amended and modified by Addendum No. 1. If there is any conflict or inconsistency between this Agreement and Addendum No. 1, Addendum No. 1 shall control the terms and conditions. This Agreement shall not be effective or enforceable unless Addendum No. 1 is executed by the parties and delivered concurrently with this Agreement.

EXHIBITS:

A – Legal Description

B – Form Statutory Warranty Deed

C – Form of Notice of Continuing Forest Land Obligation

D – Form Timber Reservation

E-1 – Forest Practice Application No. 2422265, on May ____, 2021

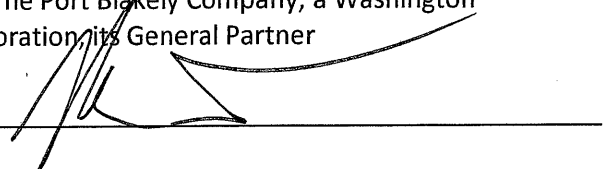
E-2 – Map of FPA Harvest Area

This Agreement is hereby executed by the Seller as of this 29 day of June, 2021

**Port Blakely Tree Farms (Limited Partnership), a
Washington limited partnership**

By: The Port Blakely Company, a Washington
corporation, its General Partner

Signature:



Name: Mike Warjone

Title: President, Forestry Division

Address: PORT BLAKELY US FORESTRY

8133 River Drive SE

Tumwater, Washington 98501

Phone: Office: (360) 596-9417 | Cell (360) 280-4383

E-mail: mwarjone@portblakely.com

With copies to:

Attn: Gareth Waugh

Phone: Office (360) 596-9452 | Cell (360) 790-1349

E-mail: gwaugh@portblakely.com

And to:

Cathrin Weis

Phone: Office: (360) 596-9419 | Cell: (360) 280-6826

E-mail: cweis@portblakely.com

And to Seller's Counsel:

Davis Wright Tremaine LLP

Attn: Warren Koons

Address: 929 108th Avenue NE, Suite 1500
Bellevue, WA 98004

Phone: Office: (425) 646-6117 | Cell: (425) 985-9196

E-mail: warrenkoons@dwt.com

This Agreement is hereby executed by the Buyer this _____ day of July, 2021

Squaxin Island Tribe, a Federally recognized Tribe

Signature: _____

Name: Kris Peters

Title: Chairman, Squaxin Island Tribal Council

Address: 200 SE Billy Frank Jr. Way
Shelton, Washington 98584

Attn: Ray Peters

Phone: (360) 432-3818

E-mail: rpeters@squaxin.us

With copy to:

Attn: Nathan Schreiner

Phone: (360) _____

E-mail: nschreiner@squaxin.us

EXHIBIT A

Real Property Description

The following described real property located in the County of Mason, State of Washington:

PARCEL I:

Government Lots 5 and 6 in Section 9, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Except that portion lying within SE Kamilche Point Road, County Road No. 14880

Assessor's Parcel No. 31909-40-00000

PARCEL II:

Government Lot 5 of Section 10, Township 19 North, Range 3 West, W.M., Mason County, Washington.

EXCEPT all Tidelands of the second-class fronting said Government Lot 5.

Assessor's Parcel No. 31910-23-00000

PARCEL III:

The West half of the Southwest quarter in Section 10, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Except that portion lying within SE Kamilche Point Road, County Road No. 14880,

Assessor's Parcel No. 31910-30-00000

PARCEL IV:

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Assessor's Parcel No. 31910-34-00060

PARCEL V:

The Northwest quarter of the Northwest quarter and the South half of the Northwest quarter of Section 15, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Assessor's Parcel No. 31915-20-00000

PARCEL VI:

The Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), and the South half (S 1/2) of the Southwest quarter (SW 1/4), all in Section 15, Township 19 North, Range 3 West, W.M.

Parcel No. 31915-00-02000, 31915-33-00000 and 31915-43-00000

PARCEL VII:

A portion of Government Lots 2, 3, and 4, in Section 16, Township 19 North, Range 3 West, W.M., Mason County, Washington;

ALSO EXCEPT that portion lying with SE Kamilche Point Road, County Road No. 14880,

ALSO EXCEPT Tidelands of the second-class lying in front of Government Lots 2, 3, and 4.

Assessor's Parcel No. 31916-00-00000

PARCEL VIII:

The Northeast of Section 16, Township 19 North, Range 3 West, W.M., Mason County, Washington;

EXCEPT Government Lot 2 of said Section 16;

Assessor's Parcel No. 31916-10-00000

PARCEL IX:

The South half of Section 16, Township 19 North, Range 3 West, W.M., Mason County, Washington;

EXCEPT Government Lot 4;

Assessor's Parcel No. 31916-00-02000

EXHIBIT B

Form Deed

When recorded return to:

Squaxin Island Tribe
200 SE Billy Frank Jr. Way
Shelton, Washington 98584

STATUTORY WARRANTY DEED

THE **GRANTOR, PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP)**, a Washington limited partnership, for and in consideration of TEN DOLLARS and other good and valuable consideration, in hand paid, hereby conveys and warrants to the **GRANTEE, SQUAXIN ISLAND TRIBE**, a Federally recognized Tribe, the following described real estate, situated in the County of Mason, State of Washington:

Abbreviated Legal: Portions of GL 5 and 6, SEC 9, GL 5, W1/2SW1/4, and SW1/4SE1/4SW1/4 SEC 10, NW1/4NW1/4 and S1/2NW1/4; SW 1/4SE 1/4, S 1/2SW 1/4 SEC 15, and GL 2, 3, 4; NE1/4; and ptn S1/2 SEC 16, T19N R3W, WM, and fully described on the attached Exhibit A, on pages 3 - 4.

Assessor's Tax Parcel Numbers: 31909-40-00000; 31910-23-00000; 31910-30-00000; 31910-34-00060; 31915-20-00000; 31915-00-02000, 31915-33-00000; 31915-43-00000; 31916-00-00000; 31916-10-00000; and 31916-00-02000

SUBJECT TO All encumbrances, conditions, covenants, easements, restrictions, and reservations of record, those encumbrances and matters described on the attached Exhibit B, on pages 5 - 6.

RESERVING UNTO GRANTOR AND ITS SUCCESSORS AND ASSIGNS THE TIMBER, RIGHTS AND INTERESTS as set forth in the Timber Reservation attached as Exhibit C, on pages 7.

Dated this ____ day of July 2021

PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership

By: The Port Blakely Company, a Washington corporation, its General Partner

By: Mike Warjone
Its: President of Forestry Division

STATE OF Washington)
)ss.
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Mike Warjone is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of Forestry Division of The Port Blakely Company, a Washington corporation, the General Partner of PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership, to be the free and voluntary act of said entity for the uses and purposes mentioned in this instrument.

Dated: _____

Notary name printed or typed: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires: _____

Deed Exhibit A

The following described real property located in the County of Mason, State of Washington:

PARCEL I:

Government Lot 5 and 6 in Section 9, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Except that portion lying within SE Kamilche Point Road, County Road No. 14880

Assessor's Parcel No. 31909-40-00000

PARCEL II:

Government Lot 5 of Section 10, Township 19 North, Range 3 West, W.M., Mason County, Washington.

EXCEPT all Tidelands of the second-class fronting said Government Lot 5.

Assessor's Parcel No. 31910-23-00000

PARCEL III:

The West half of the Southwest quarter in Section 10, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Except that portion lying within SE Kamilche Point Road, County Road No. 14880,

Assessor's Parcel No. 31910-30-00000

PARCEL IV:

The Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Assessor's Parcel No. 31910-34-00060

PARCEL V:

The Northwest quarter of the Northwest quarter and the South half of the Northwest quarter of Section 15, Township 19 North, Range 3 West, W.M., Mason County, Washington.

Assessor's Parcel No. 31915-20-00000

PARCEL VI:

The Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), and the South half (S 1/2) of the Southwest quarter (SW 1/4), all in Section 15, Township 19 North, Range 3 West, W.M.

Parcel No. 31915-00-02000, 31915-33-00000 and 31915-43-00000

PARCEL VII:

Government Lots 2, 3, and 4, in Section 16, Township 19 North, Range 3 West, W.M., Mason County, Washington;

ALSO EXCEPT that portion lying with SE Kamilche Point Road, County Road No. 14880,

ALSO EXCEPT Tidelands of the second-class lying in front of Government Lots 2, 3, and 4.

Assessor's Parcel No. 31916-00-00000

PARCEL VIII:

The Northeast quarter of Section 16, Township 19 North, Range 3 West, W.M., Mason County, Washington;

EXCEPT Government Lot 2 of said Section 16;

Assessor's Parcel No. 31916-10-00000

PARCEL IX:

The South half of Section 16, Township 19 North, Range 3 West, W.M., Mason County, Washington;

EXCEPT Government Lot 4;

Assessor's Parcel No. 31916-00-02000

Deed Exhibit B

Exceptions

- a. Liens for taxes, assessments, and other governmental charges which are not yet due and payable as of the date of the recording of this Deed;
- b. All land use (including environmental and wetlands), building and zoning laws, regulations, codes, and ordinances affecting the Property;
- c. Any rights of the United States of America, the State in which the Property is located or others in the use of and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the subject property, including, without limitation, riparian rights and navigational servitudes;
- d. Title to that portion of the Property, if any, lying below the mean high-water mark of abutting tidal waters, navigable rivers, and/or great ponds;
- e. All easements, rights-of-way, water rights, licenses, and other such similar encumbrances apparent or of record;
- f. All existing public and private roads and streets and all railroad and utility lines, pipelines, service lines, and facilities;
- g. All encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds, and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- h. Prior reservations or conveyances of mineral rights or mineral leases of every kind and character;
- i. Any loss or claim due to lack of access to any portion of the Property;
- j. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excepted under (1), (2) or (3) are shown by the public records; and (4) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes;
- k. Governmental impositions and regulations;
- l. Matters affecting title to the Property that would be disclosed by either a thorough physical and visual inspection of the Property or an accurate ALTA/NSPS land title survey of the Property, including optional Table A items;
- m. Taxes which may be assessed and extended on any subsequent roll for the tax year in which this Deed is recorded, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable;
- n. The Assessor's rolls and/or various documents recorded in the Auditor's offices of Mason County give notice of the fact that all or most of said lands have been reclassified for tax purposes. Such lands are subject to further taxation and interest thereupon as provided by Chapters 84.33 and 84.34 R.C.W. upon withdrawal from such classification or change in use;

o. Terms, covenants and conditions contained in any Application for Current Use Classification and liability for future taxes, rollbacks, penalties and interest upon breach of, or withdrawal from, said classification;

Mason County Assessor's Classification of Forest Land applications and approvals recorded under Auditor's File Nos. 303245, dated January 15, 1975 and 303207, 303247, 303248, 303260, 303263, 303264, and 303265, dated December 20, 1974, assessing land as CLASSIFIED FOREST LAND for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification, affecting parcels 31910-30-00000, 31909-40-00000, 31910-23-00000, 31910-34-00060, 31915-20-00000, 31916-00-00000, 31916-10-00000, and 31916-00-02000.

Mason County Assessor Notice of Approval of reclassified Reforestation Land as CLASSIFIED FOREST LAND for tax purposes under RCW 84.33.020, dated June 3, 1985 and recorded under Auditor's File No. 440904, affecting parcels 31915-00-02000, 31915-33-00000 and 31915-43-00000

p. If any Forest Practice Application for the harvest of timber on any portion of the Property does not state that the subject land is intended to be converted to a use other than commercial forest product operations (i.e., a nonforestry use) and such land is converted to a nonforestry use within six (6) years from the date of the approval of such Forest Practice Application, then such land may be subject to development prohibitions and conditions for such 6-year period;

q. The rights and interests of the lessee under the Tidelands Lease between Grantor and Little Skookum Shellfish Growers, Inc., dated as of May 14, 2019;

r. MINERALS Reserved By: Pope & Talbot, Inc., a corporation, recorded January 28, 1949, under Auditor's File No.: 128175, being a reservation of the full, complete and absolute rights to all oils, gases, coal, fossil, metals and minerals of every name and nature which may be in or upon said land or any part thereof, with right of entry to prospect, explore, take, mine and remove same, provided grantees shall be reasonably compensated for all damage done to the surface of said land and the improvement thereon.

s. UTILITY EASEMENT granted to P.U.D. No. 3 of Mason County, Washington, recorded: June 13, 1986, under Auditor's File No. 453634, for the purpose of installing and maintaining utility anchors and associated hardware.

t. SURVEY Matters noted on record of survey affecting a portion subject property, recorded: March 1, 2017 in Volume 43 of Surveys, page 167, under Auditor's File No. 2070431

u. SETTLEMENT AGREEMENT recorded July 15, 2020, under Auditor's File No. 2134679

Deed Exhibit C
Timber Reservation

EXHIBIT C

Notice of Continuing Forest Land Obligation

Washington State Department of Natural Resources

Notice of Continuing Forest Land Obligation

Sellers and Buyers of Land and perpetual timber rights have certain rights and responsibilities when the Land or perpetual timber rights are sold or transferred. Where the Land is subject to certain continuing forest land obligations including without limitation: Reforestation; Road Maintenance and Abandonment Plans; Harvest Strategies along Type Np Waters in Eastern Washington; Conversion of forest land and required mitigation. **Prior to the sale or transfer of the Land or perpetual timber rights the law requires that the following occur:** 1) the Seller shall notify the Buyer of the existence and nature of the obligations and 2) the Buyer shall sign a Notice of Continuing Forest Land Obligation Form indicating the Buyer's knowledge of such obligation. At the time of sale or transfer of the Land or perpetual timber rights, the Seller shall send the signed form to the Department of Natural Resources (DNR). The form is available at DNR region offices.

If the Seller fails to notify the Buyer about the continuing forest land obligation referenced above, the Seller shall pay the Buyer's costs related to such continuing forest land obligation, (including all legal costs) incurred by the Buyer in enforcing the continuing forest land obligation against the Seller. Failure by the Seller to send the required notice to the DNR at the time of sale shall be prima facie evidence, in an action by the Buyer against the Seller for costs related to continuing forest land obligation, that the Seller did not notify the Buyer of the continuing forest land obligation prior to sale. See RCW 76.09.070, RCW 76.09.390 and WAC 222-20-055.

There are also other types of obligations subject to certain requirements, including without limitation Small Forest Landowner Forest Riparian Easements and Landowner Landscape Plans. For more information, contact the DNR Region Office.

CONTINUING OBLIGATION/S

Reforestation (RCW 76.09.070)

Obligation exists on the property identified below and relates to the following Forest Practice Application/Notification (FPA/N) Numbers (list all that apply, add attachment if necessary)

2422265

Road Maintenance and Abandonment Plan (WAC 222-24-051) (RCW76.09.390(2))

Obligation exists on property identified below and relates to the following Road Maintenance and Abandonment Plan Numbers (list all that apply, add attachment if necessary)

240048-1

Harvest Strategy along Type Np Waters in Eastern Washington (WAC 222-30-022 (2)(b))

Obligation exists on the property identified below and relates to the following Forest Practices Application/Notification Numbers (list all that apply, add attachment if necessary)

Conversion of forest land (RCW 76.060 and 070)

Obligation exists on the property identified below and relates to the following Forest Practices Application/Notification Numbers or enforcement documents (list all that apply, add attachment if necessary) _____

PROPERTY IDENTIFICATION

Land/Rights Sold/Transferred(check one): Land and Timber Land Perpetual Timber Rights

Date that the Land/Rights was/were Sold/Transferred (month/day/year): _____

County/ies: Mason

DNR Region/s: South Puget Sound

Legal Description of the Lands/Rights being Sold/Transferred (include county parcel number/s, add attachment if necessary): See attached Exhibit A (Assessor Tax Parcel No.) 31909-40-00000; 31910-23-00000; 31910-30-00000; 31910-34-00060; 31915-20-00000; 31916-00-00000; 31916-10-00000; 31916-00-02000; 31915-00-02000, 31915-33-00000; and 31915-43-00000

SELLER:

Signature: _____

Date: _____

Print name: Mike Warjone

Title: President, Forestry Division

Address: 8133 River Drive SE, Tumwater, WA 98501

Phone: _____

BUYER:

Signature: _____

Date: _____

Print name: Kris Peters

Title: Chairman, Squaxin Island Tribal Council

Address: 200 SE Billy Frank Jr. Way, Shelton, WA 98584

Phone: _____

NOTE TO SELLER: At the time of sale or transfer of the property or the perpetual timber rights: The Seller is responsible for delivering (by certified mail or in person) the SIGNED ORIGINAL to the DNR Region Office in which the property is located. However, if you choose to also have this form recorded by the county, deliver the original to the county and a copy delivered (by certified mail or in person) to the DNR Region Office.

FOR DNR USE ONLY

Notice of Continuing Forest Land Obligation #: _____ Date Received _____

Region _____ Received by _____

EXHIBIT D

Timber Reservation

Timber Reservation

Subject to the terms and conditions set forth in this "Timber Reservation", the Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its successors and assigns, all timber, standing, dead or down located on the Land, together with the non-exclusive right to enter onto and utilize the Land as reasonable and necessary to manage, care for, conduct silvicultural activities, including reforestation, and harvest and remove the Timber; and together with the non-exclusive right to use all roads and access easement roadways that are reasonable and necessary for obtaining access to the Land and Timber, and that does not require any third-party consent to such use by Grantor.

A. As used in this Timber Reservation, the following terms have the following meanings:

- a. the term "DNR" shall mean the Department of Natural Resources, South Puget Sound Region, with regional offices located in Enumclaw, Washington.
- b. The term "Grantee" shall mean Squaxin Island Tribe.
- c. The term "Grantor" shall mean Port Blakely Tree Farms (Limited Partnership).
- d. The term "Harvest Area" shall mean the portion of the Land covered by the Harvest Permit and included within the Harvest Unit's boundaries.
- e. The term "Harvest Permit" shall mean Grantor's Forest Practice Application No. 2422265, approved on May 8, 2021, by the DNR for harvest of the Harvest Unit.
- f. The term "Harvest Unit" shall mean the "Kamsino" Units 1, 2, and 3 and the "McKamsino" Units 4, 5 and 6 harvest units as depicted on the Harvest Permit consisting of approximately 108 acres of area and harvestable in accordance with the Harvest Permit.
- g. The term "Land" shall mean that portion of the property described in the attached Exhibit A and identified as Assessor's Parcel No. 31915-00-02000, 031915-33-00000, 031915-43-00000, 031916-00-00000, 031916-00-02000, as depicted on the Harvest Permit.
- h. The term "Deed" shall mean this Statutory Warranty Deed between the Grantor and the Grantee to which this Timber Reservation is attached as Exhibit C.
- i. The term "Harvest Term" shall mean the period that commences on the date of the recording of the Deed and expires on the date that is twelve (12) month after the date of the recording of the Deed; provided, however, the Harvest Term may be extended by the Grantor for up to one (1) additional twelve (12) month period, as to all or a portion of the Timber located on the Land, on the terms and conditions set forth in this Timber Reservation;
- j. The term "Termination Date" shall mean the earlier of (i) the last day of the Harvest Term and (ii) the date Grantor has completed removal of all the Timber from the Land and completed all reforestation and other obligations under the Harvest Permit.
- k. The term "Timber" shall mean all of the timber, standing, dead or down, identified in the Harvest Permit and located on the Land.

B. In addition to the foregoing, Grantor's rights under this Timber Reservation are subject to the following terms and conditions which Grantor and Grantee agree to perform, comply with and abide by, as it may apply to such party and the Harvest Term:

- a. Grantor shall use its reasonable best efforts to have Timber harvested within the Harvest Term.

b. The Timber is reserved by Grantor "as is" without warranty, express or implied, or recourse against the Grantee. Grantor assumes all risk of loss of the Timber. Grantor's rights pursuant to this Timber Reservation are subject to the matters, encumbrances, and exceptions shown on Exhibit B attached to the Deed, as well as to the conditions and covenants contained in this Timber Reservation.

c. The property covered by this Timber Reservation expressly does not, and shall not, include (i) the Land or any interest therein, (ii) any mineral rights, water rights, or rights appurtenant to the Land, (iii) any timber located on the Land that is not included or permitted to be harvested under the Harvest Permit, (iv) any Timber that has not been removed from the Land, Harvest Area or Harvest Unit by the Termination Date. Grantor shall not cut, damage, or remove any timber or other natural resources located on any adjacent land owned by Grantee or any third party, or cut, damage or remove any timber or other natural resources located on the Land other than the Timber to be harvested under the Harvest Permit or as permitted by this Timber Reservation.

d. Grantor's ownership of, and rights to harvest and remove the Timber under this Timber Reservation shall automatically terminate, expire and be of no further force and effect, and Grantor shall cease all timber harvest and removal activities hereunder as to any portion of the Land (and Timber thereon), upon the Termination Date. Notwithstanding the expiration of the Harvest Term or occurrence of the Termination Date, with respect to any portion of the Land or Timber, Harvest Area, or Harvest Unit, Grantor shall continue to be liable for any violations or obligations of Grantor under this Timber Reservation. At any time on or after the Termination Date, Grantor shall, at Grantee's request, promptly execute, acknowledge and deliver to Grantee a Notice of Termination of Timber Reservation as to the portion of the Land included in the Harvest Area or Harvest Unit, and shall take such other actions as Grantee may reasonably request to confirm or evidence the termination of Grantor's rights hereunder with respect this Timber Reservation.

e. So long as Grantor is not in default under this Timber Reservation, Grantor may, on a one-time basis (except as otherwise provided in the following paragraph), extend the Term of this Timber Reservation as to any portion of the Land and Timber for up to one (1) additional twelve (12) month period if harvest and removal of Timber from any portion of the Land or completion or reforestation or other obligations under the Harvest Permit is delayed due to any shutdown notices issued by the DNR, flooding, landslides, fire, natural disaster, impacts of COVID-19 or other virus, or any occurrence caused by an Act of God, by giving written notice to Grantee.

f. All real property taxes, if any, separately assessed against the Timber shall be paid by Grantor. Grantee shall pay all real property taxes assessed against the Land. Grantor shall pay for all costs, expenses, fees, and taxes pertaining to the ownership, management, cutting, harvest, removal, or sale of the Timber, including, without limitation, logging and hauling costs, timber excise, severance, and harvest taxes, permits, and notifications. Grantor shall also be responsible for and pay the costs of any and all fire trails, clearing, fire protection, abatement or suppression activities, road haul signs, construction, repair and restoration of landings, skid roads, and logging roads, and other activities conducted or required in connection with owning, managing, harvesting or removing the Timber, and all other requirements and obligations with respect thereto that may be imposed by local, state and/or federal standards, laws or regulations, or by the Washington Forest Practices Act, or by any permit required or issued in connection with the harvest or removal of the Timber; provided, however, Grantor shall be solely responsible for the reforestation required in connection with the harvesting of the Timber. Grantee shall be responsible for the payment of the fire protection tax assessment due pursuant to RCW 76.04.610

g. Grantor shall perform all reforestation obligations under the Harvest Permit, including but not limited to slash piling, spreading work, site preparation, re-planting and reforestation. Upon removal of the Timber from the Land, completion of reforestation, and subject to Grantor's having performed its obligations under this Timber Reservation and the Harvest Permit, Grantee shall assume the Continuing Forestland Obligations required pursuant to RCW 76.09.070 with respect thereto.

h. Grantor acknowledges that it is Grantor's responsibility, at Grantor's sole expense, to obtain any necessary rights to access the Land and the Timber over property owned by third parties except over roads as to which Grantee has easement or road use permit rights for such purposes.

i. Maintenance is defined as work normally necessary to preserve and keep the roads on or providing access to the Land ("roads") in their present condition or as hereafter improved. At a minimum, the roads will be maintained to preserve and keep the roads in their present condition or as hereafter improved and to meet forest practice standards set forth in WAC 222-24-010 as now written or hereafter amended. When a road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time sole use is commenced until joint use begins. During periods when either party and/or other parties with an easement or license jointly use the road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their agents. During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to (i) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance; (ii) The extent of resurfacing necessary to keep the road safe and to reduce environmental impacts; and (iii) A method of payment by which each party using the road or a portion thereof, shall pay its pro-rata share of the cost of maintenance.

Grantor shall repair at its sole cost and expense any damage to roads arising out of its use, or its contractors or subcontractors uses which is in excess of normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

C. Grantor shall obtain all necessary permits required to be obtained by a timber owner/harvester from local, state, and federal agencies to allow the harvest operations to be performed on the Land during the Harvest Term.

D. Grantor is and shall continue to be free of control or direction of Grantee in conducting its activities with respect to the Timber. Grantor is not acting as an agent, employee, contractor or partner of Grantee, but solely as owner of the Timber for its own account, and is solely responsible for all of its contractors' and subcontractors' actions, including but not limited to its and their obligation to confine its/their operations to the designated Timber within the Land.

E. Before commencing any operations on the Land, Grantor shall complete a boundary survey of the Harvest Area and shall mark the property lines with blazes, orange paint, and/or flags. Grantor acknowledges that it is Grantor's responsibility, at Grantor's sole cost, to determine accurate property lines before commencing any operations on the Land, and Grantor agrees to rely solely on Grantor's survey of the boundaries of the Harvest Areas and Harvest Units.

F. In connection with Grantor and Grantor's contractors' and subcontractors' operations, and the use and construction of roads on the Land during the Harvest Term, Grantor shall:

- i. Comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation provisions of the Washington Forest Practices Act and the rules and regulations issued thereunder, the provisions of all timber harvest permits issued in connection with the harvest of Timber, including without limitation the Harvest Permits, and all laws, rules, and regulations relating to worker safety, fire protection, and suppression, and road construction, repair, and maintenance. Grantor shall act in a manner consistent with the best management practices of the industry.
- ii. Operate in a good and workmanlike manner and shall take such steps as may be reasonably required to avoid damage to timber and trees not to be harvested by Grantor hereunder. Grantor shall conduct its operations so as to leave the logging site in good condition for replanting and regeneration. Grantor shall use due diligence to prevent fires and shall use all people and equipment reasonably necessary to prevent fires from spreading.
- iii. Grantor shall water bar all skid roads at appropriate times and locations to prevent erosion and siltation of surface waters. Periodically during the Term of this Timber Reservation and again just prior to the Termination Date as to any portion of the Land, Grantor shall, in accordance with good management practices, remove from the Land any trash, garbage oil drums, cans, and filters, wire cable, and other discarded materials and equipment left or placed on the Land by Grantor or its contractors, subcontractors, agents, or employees.
- iv. Pay and perform all of its obligations and liabilities arising under any harvest operations contracts and pay all costs of labor and materials and keep the Land free and clear of all liens and encumbrances relating thereto or otherwise arising from Grantor's or its contractors' or subcontractors' activities hereunder and cause to be paid promptly when due all just claims, debts and charges against Grantor, or any of its contractors or subcontractors that might become a lien against the Land, and Grantor shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the Land irrespective of whether the basis of the lien is a claim against Grantor or its contractors or subcontractors. If any lien is filed against Land or if Grantor does not pay promptly when due any just claim, debt, charge, cost, tax contribution, or other obligation that might be the basis for a lien against the Land or for which Grantee might be or become liable, the lien or the basis therefore shall be deemed to be a material breach of this Timber Reservation, and Grantor's rights hereunder shall be suspended without extending this Timber Reservation until the lien is removed.
- v. Upon Grantee's reasonable request, suspend operations at any time when, due to weather conditions, such operations would cause excessive damage to roads or soil on the Land or when there is an undue risk of fire.
- vi. Build, maintain and repair all roads and landings on the Land used by Grantor hereunder in accordance with provisions of the Washington Forest Practices Act and the rules and regulations issued thereunder and with the provisions of the Harvest Permit issued in connection with the harvest of Timber hereunder. At a minimum, Grantor shall keep all roads, culverts, ditches, and ditch banks passable and cleared of logging debris during Grantor's harvest operations as reasonably required in accordance with best management practices and passable and cleared of logging debris upon the completion of Grantor's harvest operations. Grantor shall not make

improvements to the roads without Grantee's prior written consent, which shall not be unreasonably withheld. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the roads, whether cost-shared or not, shall become the property of Grantee at no cost to Grantee upon the Termination Date unless otherwise agreed in writing.

- vii. Upon completion of its timber harvest activities and obligations required under the Harvest Permit, remove all of its equipment from the Land.
- viii. In connection with its operations under this Timber Reservation, comply with all Environmental Laws (hereinafter defined) and not, and not permit any third party to, bring, store, or use any Hazardous Substance (hereinafter defined) on the Land or any other portion of the property, except for such Hazardous Substances and in such amounts as are reasonably necessary in the normal course of Grantor's timber harvest operations on the Land and as are used and stored in a manner complying with all Environmental Laws and removed from the property upon completion of Grantor's activities thereon. The term "Hazardous Substances" means any substance or material defined or designated as hazardous or toxic (or any similar term) under any Environmental Law. The term "Environmental Law" means any federal, state, or local law, ordinance, rule, or regulation relating to pollution or protection of the environment or actual or threatened releases, discharges, or emissions into the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the Superfund Amendments and Reauthorization Act; the Federal Water Pollution Control Act; the Clean Air Act; and all similar state statutes, including the Washington Model Toxics Control Act, RCW 70.105D.
- ix. Comply with all obligations of Grantor under this Timber Reservation and any contract with third parties for timber harvest operations.
- x. Upon reasonable notice from Grantee, meet with Grantee and/or its representative prior to harvest, and again following completion of harvest operations, or before any equipment removal, and shall permit Grantee and/or its representative from time to time to inspect Grantor's timber harvest and road construction operations on the Land to determine Grantor's compliance with the requirements of this Timber Reservation. The McKamsino harvest is currently underway and expected to be completed in August, 2021.
- xi. Not use or permit activity by any third-party contractor or subcontractor to cut, harvest, or remove the Timber unless such contractor or subcontractor has provided Grantee with a certificate of insurance showing insurance coverage that satisfies the requirements of Section H. hereof and names Grantee as an additional insured.

G. Grantor shall defend, indemnify and hold Grantee harmless from all claims, losses, injuries, demands, damages, and liabilities, (i) caused by or arising in connection with the operations of Grantor and its agents, employees, contractors, or subcontractors with respect to the cutting, harvest or removal of the Timber or from any activities on or about the Land or roads accessing the Land, (ii) arising from Grantor's breach of or failure to comply with any of the terms, covenants, and conditions of this Timber Reservation, (iii) arising from Grantor's breach of or failure to comply with any of the terms and

conditions of the Harvest Permit, or (iv) brought or made by any of Grantor's employees, agents, contractors or subcontractors in connection with the cutting, harvest or removal of the Timber; provided, however, that Grantor shall not be required to defend or indemnify Grantee to the extent any such claim, loss or damage arises from the negligence or wrongful conduct of Grantee or its agents or employees or from Grantee's breach of any of its obligations under this Timber Reservation.

H. Grantor shall carry and maintain at all times during the term of this Timber Reservation, and Grantor shall require its contractors and subcontractors to carry and maintain in full force and effect the insurance described below. All insurance must be purchased on an occurrence basis and be issued by a carrier admitted by the Insurance Commissioner to do business in the State of Washington. Non-admitted or surplus lines carriers or admitted carriers with a Best rating of "B" or below must be approved in advance by Grantee.

Types of Required Insurance.

a. Commercial General Liability. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent with minimum limits as set out below providing coverages for liability arising from premises, operations, independent contractors, personal injury, products-completed, and liability assumed under an insured contract.

Such insurance shall be primary and not contributory to any insurance or self-insurance programs maintained by Grantee.

Description:

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

b. Business Auto Policy (BAP). Insurance on an ISO CG0001 form or equivalent providing Bodily Injury and Property Damage Liability coverage for all owned, hired, or non-owned vehicles assigned to or used in the performance of the contract for a combined single limit of not less than \$1,000,000 each occurrence.

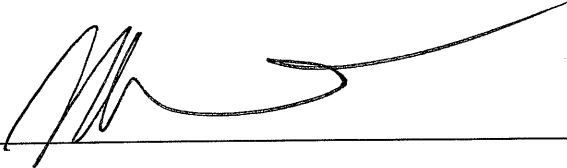
All such insurance policies shall name Grantee as an additional insured and shall provide for no termination or material reduction in coverage without at least 30 days prior written notice to Grantee. Grantor's successors and assigns shall furnish and Grantor shall cause its contractors or subcontractors to furnish one or more certificates or endorsements acceptable to Grantee evidencing the foregoing insurance coverage prior to the commencement of timber harvest or road construction operations hereunder and thereafter, on request of Grantee, during the continuance of such operations.

I. The terms and conditions of this Timber Reservation shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. If Grantor assigns any of its rights or interests in or to the Timber, the assignee shall assume in writing Grantor's obligations with respect thereto, and Grantor shall give Grantee at least sixty (60) days' prior written notice of such assignment. No assignment of Grantor's rights or interests in or to the Timber shall relieve or release Grantor from its obligations hereunder.

The Grantor and Grantee hereby agree to the terms and conditions of the foregoing Timber Reservation, dated this 29 day of June, 2021

PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership

By The Port Blakely Company, a Washington corporation, its General Partner

Signature:  _____

Name: Mike Warjone

Title: President of Forestry Division

SQUAXIN ISLAND TRIBE, a Federally recognized Tribe

Signature: _____

Name: Kris Peters

Title: Chairman, Squaxin Island Tribal Council

EXHIBIT E-1

Forest Practice Application



FPA/N #: 2422265

Received Date: 4/8/2021

Completed Date: 4/8/2021

WDFW Concurrence Due Date:

WDFW Concurrence Received:

Comments Due Date: 4/22/2021

Decision Due Date: 5/8/2021

FP Forester: MB-3107

Shutdown Zone: 654

Forest Practices Application/Notification
Office Checklist Page 1
South Puget Sound Region

Form with fields for FPA/N CLASSIFICATION, Landowner Name (Port Blakely), Project Name (Kamsino & McKamsino), WRIA, Legal (15,16-19-03W), and Activity Type(s) including Harvest (108 ac), Spoils (200 cy), Crossing (1 #), and Construction (2500 ft).

ALTERNATIVE PRESCRIPTIONS

- Alternate Plan, Fixed-Width, Overstocked, Ten-Year Forest Management Plan, Columbia River Gorge National Scenic Area, Watershed Analysis, Habitat Conservation Plan, HCP Crosswalk(s), Landowner Option Plan for Northern Spotted Owl, Cooperative Habitat Enhancement Agreement

RESOURCE REVIEW

- Potentially Unstable Slopes, Soils Map, SLPSTAB, Landslide Inventory Polygon, Wetland, In WMZ of, In RMZ/ELZ of Type, HCP Buffers, Water Verification, Bull Trout Overlay, Arsenic Plume, Bald Eagle nest, Group A or B Water Supply, Hatchery (Elson Creek), Even-Aged Harvest, Ground-based Equipment on Slopes, Road Construction on Slopes, Saltwater Islands, In or Over Typed Water

ASSOCIATED NON-SCANNED DOCUMENTS - On file with the FPA/N at the Region office.

- SEPA Checklist/Documents, Road Maintenance and Abandonment Plan # 240048-1

ASSOCIATED SCANNED DOCUMENTS

- COHP, SEPA DNS/MDNS, LGE Permit(s)/Info, FPHP Plans & Specifications, Qualified Expert Report, Natural Regeneration Plan, Shoreline Permit, Marbled Murrelet Form, Np RMZ Worksheet, SFLO RMAP Checklist #, CMZ Assessment Form, Hardwood Conversion Form, Wetland Mitigation Plan, Water Protocol Surveys, New/Old | WTMF # SP-14-11-0001, Water Classification Worksheet, Shade Documentation, Watershed Analysis Worksheet, DFC Printout, Slope Stability Informational Form

EARR Tax Credit Yes No

ADDITIONAL COMMENTS:

WDFW BIOLOGIST: Cook

ICN SWO NTC # 21-310787

Previous Adjacent FPA #

Form completed by: MD



check # 146402, \$ 150⁰⁰

| For DNR Region Office Use Only | |
|--------------------------------|----------|
| FPA/N #: | 2422265 |
| Region: | SPS |
| Received Date: | 4/8/2021 |

Forest Practices Application/Notification Western Washington

Project Name: Kamsino & McKamsino

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION.

1. Landowner, Timber Owner and Operator

| Legal Name of LANDOWNER | Legal Name of TIMBER OWNER | Legal Name of OPERATOR |
|---|---|---|
| Port Blakely | <input checked="" type="checkbox"/> Same as Landowner | <input checked="" type="checkbox"/> Same as Landowner |
| Mailing Address: 8133 River Drive SE | Mailing Address: | Mailing Address: |
| City, State, Zip: Tumwater, WA 98501 | City, State, Zip: | City, State, Zip: |
| Phone: 360-570-1992 | Phone: | Phone: |
| Email: fpa@portblakely.com | Email: | Email: |

2. Contact Person

| | |
|----------------------------------|--|
| Contact Person: Orville Mowry | Phone: 360-596-9427 Email: omowry@portblakely.com |
|----------------------------------|--|

3. Are you converting any portion of the land to non-forestry use within 3 years of harvest?

No Yes If yes, include your SEPA checklist and SEPA determination (if applicable) and county clearing and grading permit (if applicable).

4. If you are harvesting timber, enter the Forest Tax Number of the Timber Owner:

800-008-806

Contact the Department of Revenue at 1-800-548-8829 for tax reporting information or to obtain a number.

a. Are you eligible for EARR Tax Credit? No Yes

5. Are you a small forest landowner per RCW 76.09.450? See instructions

No Yes If yes, Check all that apply. If no, skip to Question 6.

- My entire proposed harvest area is on a single contiguous ownership consisting of one or more parcels.
- My proposed forest practices activities are within an area covered by an approved Forest Stewardship Plan or Forest Management Plan developed in cooperation with DNR.
- I received technical assistance from a DNR small forest landowner Stewardship and Technical Assistance Forester in preparing this FPA/N.
- I have participated in a Washington State University Extension Service and/or DNR-sponsored Forest Stewardship Coached Planning course.
- I have attended a Washington State University Extension Service and/or DNR-sponsored Family Forest Owner Field Day.

6. Are you substituting prescriptions from an approved state or federal conservation agreement or Watershed Analysis?

No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks for approved state or federal conservation agreements or Watershed Analysis on file at the Region office.

7. What is the legal description of your forest practices?

| Section | Township | Range | E/W | Tax Parcel Number | County |
|---------|----------|-------|-----|--|--------|
| 15 | 19N | 3 | W | 319150002000,319153300000,319154300000 | Mason |
| 16 | 19N | 3 | W | 319160000000, 319160002000 | Mason |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

8. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.

No Yes If you made any contacts, please provide information in Question 28.

9. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?

No Is a Small Forest Landowner RMAP Checklist required (see instructions)? No Yes

Yes Enter your RMAP number: R240048-1

Is this FPA/N for work that is included in this approved RMAP? No Yes

10. Are there potentially unstable slopes or landforms in or around the area of your forest practices activity?

No Yes If yes, attach Appendix D. Slope Stability Informational Form and map of areas reviewed for and locations of unstable slopes and landforms found. If applicable, attach a geotechnical letter, memo, or report, Watershed Analysis prescriptions, and/or a SEPA Environmental Checklist.

11. Is this Forest Practices Application/Notification (answer every question):

- a. No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years.
Not everyone qualifies for a multi-year permit. See instructions for details.
- b. No Yes An Alternate Plan? If yes, include a template or detailed plan. See instructions for details.
- c. No Yes For a funded Forest Family Fish Passage Program project?
- d. No Yes Within an urban growth area? If yes, see instructions for additional required documents.
- e. No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination, except for harvest/salvage of less than 5,000 board feet within a developed public park.
Park name: _____
- f. No Yes Within 500 feet of a public park? Park name: _____
- g. No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
- h. No Yes Within 200 feet of the Ordinary High Water Mark (OHWM) or floodway of Type S Water?
If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
- i. No Yes Within 50 miles of saltwater AND you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- j. No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

You are required to verify all waters within 200 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Water Type Classification Worksheet and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

***** If not working in or over typed Waters, skip to Question 16 *****

Prior to answering Questions 12-15 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

12. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- a. No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F Water(s) that exceeds a five percent gradient?
- b. No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F Water(s)?
- c. No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F Water(s)?

13. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F Water? No Yes

14. If installing, replacing, removing, or maintaining structures in or over any typed Water, complete the table below. Provide crossing locations and identifiers on your Activity Map. Provide plan details in Question 28 or attach plan to the FPA/N. Type S and F Waters require detailed plan information. Complex hydraulic projects in Type N Waters may also be required per WAC 222-24-042(2). See instructions for detailed plan requirements.

| Crossing Identifier (letter, number) | Water Type (S, F, Np, Ns) | *Existing HPA Number (if applicable) | HPA Expiration Date (if applicable) | Planned Activity (install, replace, remove, temporary, structure maintenance) | Structure (bridge, ford/equipment crossing**, punchon/fill, arch, pipe arch, round culvert, other) | Proposed Size (width x length) | Culvert Design Method (no-slope, stream-sim, hydraulic, other) (F and S only) | Channel Bed Width (ft) (F and S only) | Stream Gradient (%) (F and S only) | Is this an RMAP Project? |
|---|------------------------------|--|--|--|---|---|---|---|---------------------------------------|-----------------------------|
| X1 | F | | | remove | culvert | | | 7 | 1.5 | no |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

**Fords and/or equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain threatened or endangered fish species. For more information, see 'Background for the State's Incidental Take Permits for certain threatened and endangered fish species' following Question 22 of the FPA/N Instructions.

15. If conducting any of the following activities in or over typed Water(s), complete the table below. Some activities will require identifiers on the Activity Map and/or more information in Question 28. See instructions.

| *Activity | Type S Water | Type F Water | Type Np Water | Type Ns Water |
|---------------------------------|--------------------------------|--------------|---------------|---------------|
| Equipment Crossing** | PROVIDE DETAILS IN QUESTION 14 | | | |
| Suspending Cables | | | | |
| Cable Yarding | | | | |
| LWD Placement/Removal | | | | |
| Beaver Dam Removal | | | | |
| Felling and Bucking | | | | |
| Other (describe in Question 28) | | X | | |

** Fords and/or equipment crossings on Type S and F Waters must be identified in Question 14.

16. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for all temporary roads and abandonment projects.

| Road Identifier (name, number) | Road Construction | | Road Abandonment | |
|-----------------------------------|-------------------|----------------------------|------------------|---------------------|
| | Length (feet) | Steepest Side-slope (%) | Length (feet) | Abandonment Date |
| spur 1 | 700 | 10 | | |
| spur 2 | 1200 | 5 | | |
| spur 3 | 600 | 5 | | |

X1

40

Sept. 2023

17. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

| Spoil Area Identifier (letter, number) | Amount of Spoils Deposited (cubic yards) | Rock Pit Identifier (name, number or letter) | Acres of New Rock Pit Developed | Acres of Existing Rock Pit Expanded |
|---|---|---|---------------------------------|-------------------------------------|
| spoil1 | 100 | | | |
| spoil2 | 100 | | | |
| | | | | |

18. If operating within 200 feet of a wetland that is not associated with Type S or F Water, complete the table below. Wetlands associated with Type S or F water should be listed in Question 25. Show the boundaries of each wetland, along with its identifier, and Wetland Management Zones on the Activity Map. See instructions for information.

| Wetland Identifier (letter, number) | Wetland Type (A, B, Forested) | Planned Activities in Wetland | Planned Activities in Maximum Width WMZ | Total Wetland Acres | How many Acres will be drained? | How many Acres will be filled? |
|--|----------------------------------|-------------------------------|---|---------------------|---------------------------------|--------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

***** If not harvesting or salvaging timber, skip to Question 27 *****

19. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

| Unit Number | Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way) | Biomass Harvest (Y or N) | Harvest Method (rubber tired skidder, tracked skidder, dozer, shovel, full suspension cable, leading end suspension cable, helicopter, cable assist/tethered logging, animal, chipper, forwarder, slash bundler) | Acres to be Harvested | Volume to be Harvested (mbf) | Biomass Volume to be Harvested (tonnage) | Volume to be Harvested (%) | Steepest Slope in Harvest Unit (%) |
|-------------|---|-----------------------------|---|-----------------------|------------------------------|--|----------------------------|------------------------------------|
| 1 | Even-aged | N | shovel | 30 | 900 | 0 | 100 | 40 |
| 2 | Even-aged | N | shovel | 3 | 90 | 0 | 100 | 30 |
| 3 | Even-aged | N | shovel | 22 | 660 | 0 | 100 | 40 |
| 4 | Even-aged | N | shovel | 7 | 196 | 0 | 100 | 20 |
| 5 | Even-aged | N | shovel | 11 | 308 | 0 | 100 | 35 |
| 6 | Even-aged | N | shovel | 35 | 980 | 0 | 100 | 25 |
| | | | | | | | | |

20. Reforestation. Check all that apply:

- Planting. Tree Species: Douglas-fir
- Natural. Include a Natural Regeneration Plan
- Not required because of one or more of the following:
- I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.
 - Individual dead, dying, down, or wind-thrown trees will be salvaged.
 - Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.
 - I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.
 - An average of 190 tree seedlings per acre are established on the harvest area and my harvest will not damage them.
 - Road right-of-way or rock pit development harvest only.

**** Do you own MORE than 80 acres of forest land in Washington? If yes, skip to Question 25 ****

21. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule (WAC 222-30-023) on Type S, F, or Np Waters?

- No Skip to Question 25.
- Yes Continue to Question 22. See instructions for qualifications and information.

22. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- a. ALL of the following apply to me and my land: (If no, answer b.)
- Between June 5, 2006 and today's date I have always owned less than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forest land in Washington.
- b. ONE OR MORE of the following apply to me and/or my land (check all that apply):
If any of the statements below apply AND you use the exempt 20-acre parcel RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Question 22).
- Between June 5, 2006 and today's date I have owned more than 80 acres of forest land in Washington.
 - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned

23. If harvesting within 115 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met, using the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

| Stream Segment Identifier (letter) | Water Type (S, F) | Segment Length (feet) | Bankfull Width (feet) | RMZ Maximum Width (feet) | Are you harvesting within the maximum RMZ? (Y or N) |
|------------------------------------|-------------------|-----------------------|-----------------------|--------------------------|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?

- No Skip to Question 27.
- Yes See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.

25. If harvesting within 200 feet of any Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include Desired Future Condition (DFC) for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

| Stream Segment Identifier (letter) | Water Type (S, F) | Site Class (I - V) | Stream Width (feet) | Is there a CMZ? (Y or N) | RMZ Harvest Code(s) (see instructions) | DFC Run Number | Total width of RMZ (feet) |
|------------------------------------|-------------------|--------------------|---------------------|--------------------------|--|----------------|---------------------------|
| D | F | II | <10 | N | B,M | | 170 |
| A,C,I | F | II | >10 | N | B,M | | 170 |
| EE, B,E,M,V,AA | F | III | <10 | N | B,M | | 140 |
| H,GG | F | III | >10 | N | B,M | | 140 |

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

| Stream Segment Identifier (letter) | Total Stream Length in Harvest Unit (feet) | Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet) | Stream Segment Identifier (letter) | Total Stream Length in Harvest Unit (feet) | Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet) |
|------------------------------------|--|--|------------------------------------|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

27. How are the following currently marked on the ground? (Flagging color, paint color, road, fence, etc.)

Harvest/Salvage Boundaries: pink flagging, orange tags, roads, reprod, fence

Clumped Wildlife Reserve Trees/Green Recruitment Trees: in rmz's

Right-of-Way Limits/Road Centerlines: orange/black striped and blue flagged centerline

Stream Crossing Work: blue flagging

Riparian Management Zone Boundaries and Leave/Take Trees: pink/black striped flagging and orange tags

Channel Migration Zone: NA

Wetland Management Zone Boundaries and Leave/Take Trees: pink/black striped flagging and orange tags

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include mitigation measures from a geotechnical memo, letter, or report.

8. March 16, 2021 site visit and discussion and plan with SIT representatives.

10. RIL's are fully within stream rmz's.

14. Plans attached for new discovery fish culvert crossing removal. Associated with ICN-21-310787 Site 2 and shown as X1 on this application.

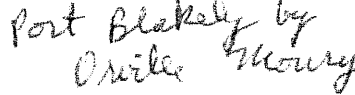
18. All Type A wetlands are associated with Type F water. The Type A wetland >5 acre wrnz exceeds the Type F rmz in the NW portion of unit 5 and has been applied to segment G.

26. No harvest within 50' of typed Np waters.

29. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert any portion of the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery – Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

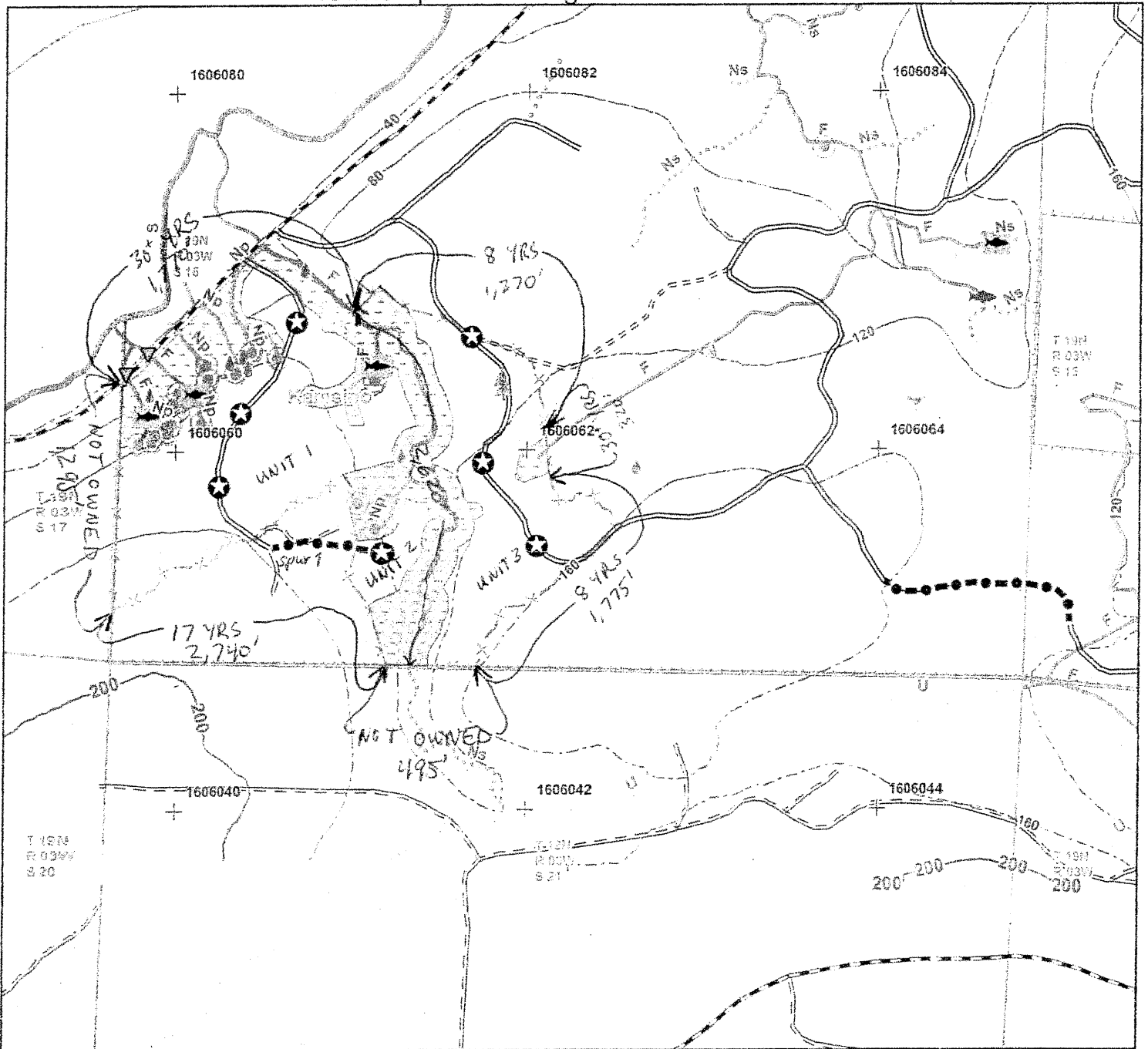
| Signature of Legal LANDOWNER | Signature of Legal TIMBER OWNER* | Signature of Legal OPERATOR |
|---|----------------------------------|-------------------------------|
|  | (If different than landowner) | (If different than landowner) |
| Print Name: Port Blakely by Orville Mowry | Print Name: | Print Name: |
| Date: 4/8/21 | Date: | Date: |

* NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

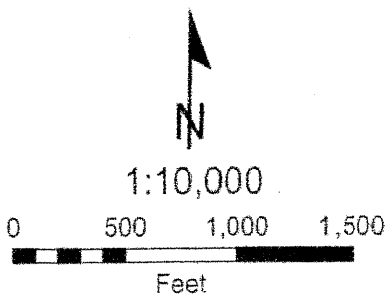
PORT BLAKELY

Township 19N Range 03W Section 15 & 16



Map Compiled By: omowry

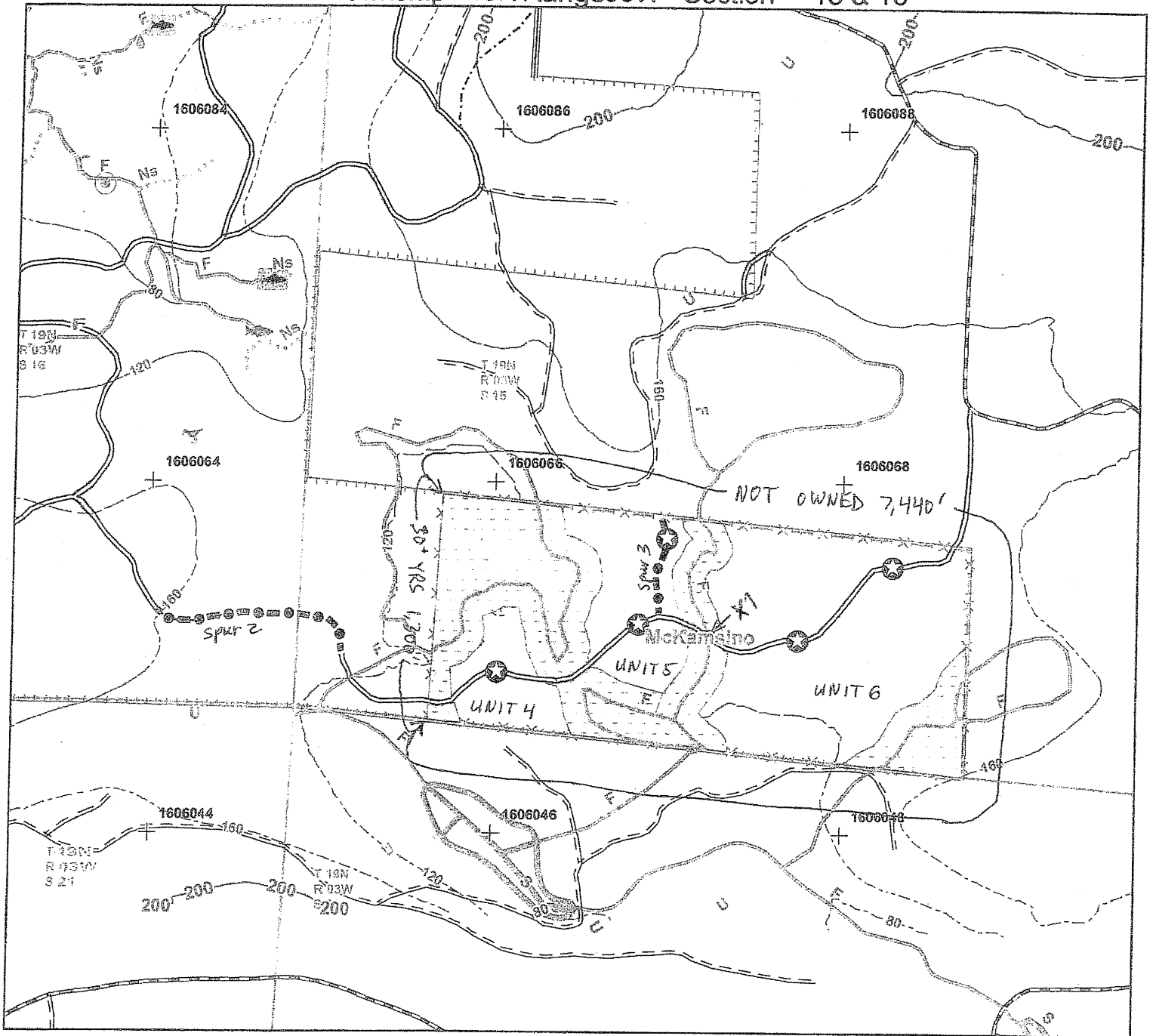
Date: 4/7/2021



- | | | | |
|--|--------------------------|--|-------------------------------|
| | Unit Boundary | | Culvert |
| | RMZ | | New Construction |
| | WMZ | | Temporary |
| | WRT / GRT Clump | | Reconstruction |
| | Forested Wetland | | Abandon |
| | Potential Unstable Slope | | Landing |
| | | | Distance/Scattered WRT/GRT(S) |
| | | | Perennial Initiation Point |

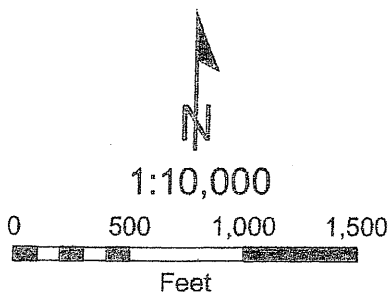
PORT BLAKELY

Township 19N Range 03W Section 15 & 16



Map Compiled By: oomwry

Date: 4/7/2021



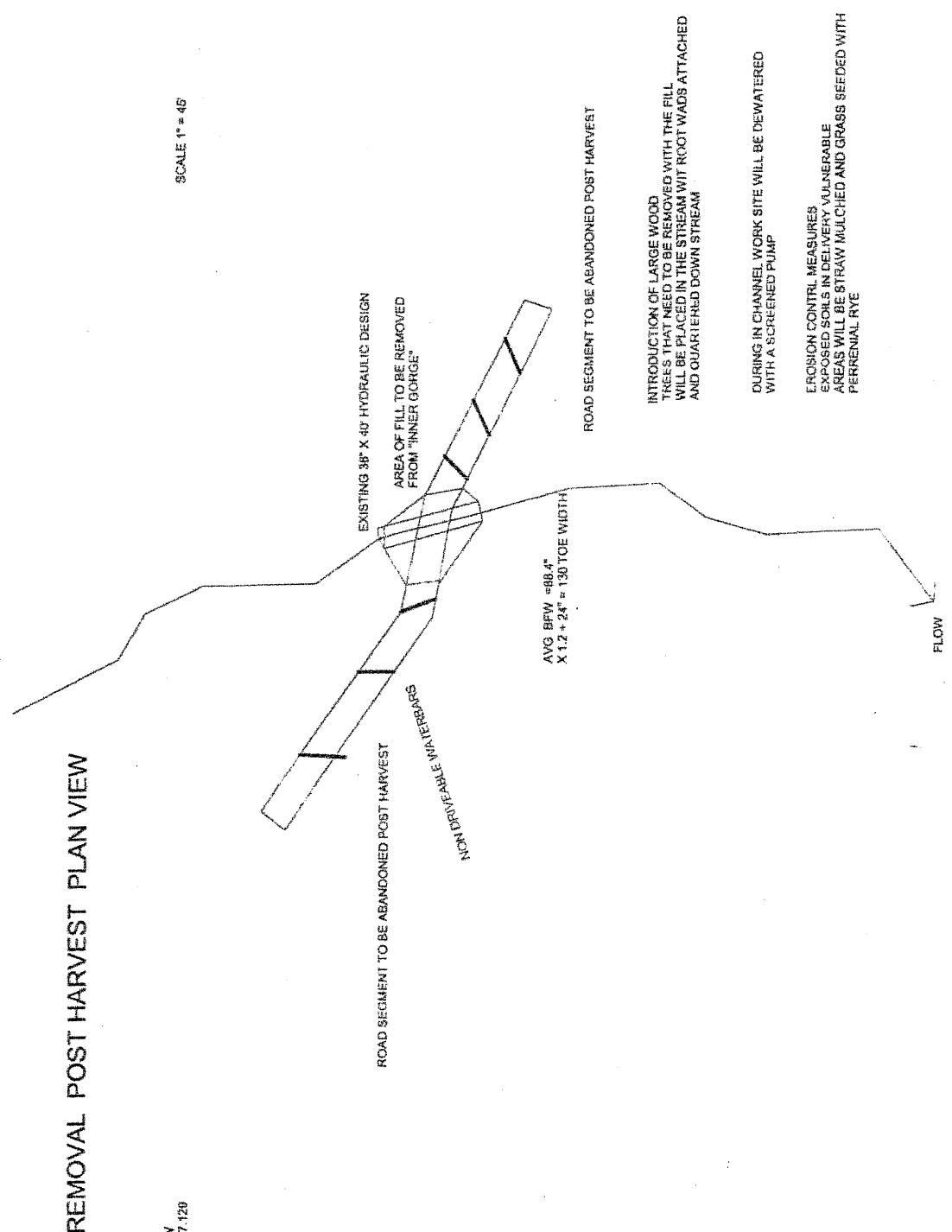
- | | | | |
|--|--------------------------|--|--------------------------------|
| | Unit Boundary | | Culvert |
| | RMZ | | New Construction |
| | WMZ | | Temporary |
| | WRT / GRT Clump | | Reconstruction |
| | Forested Wetland | | Abandon (See FPNP plan page 3) |
| | Potential Unstable Slope | | Landing |
| | | | Distance/Scattered WRT/GRT(S) |
| | | | Perennial Initiation Point |

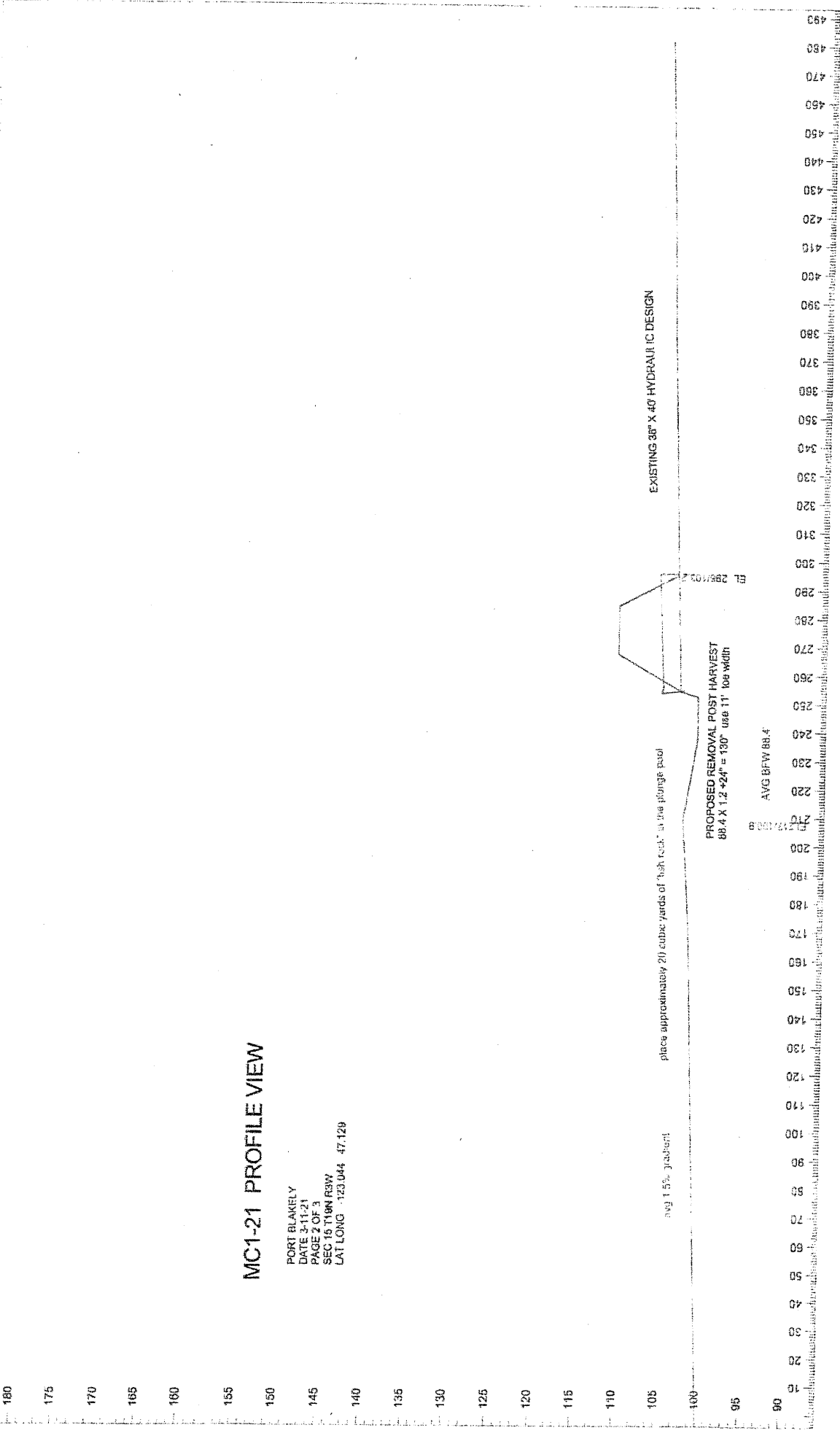
MC1-21 REMOVAL POST HARVEST PLAN VIEW

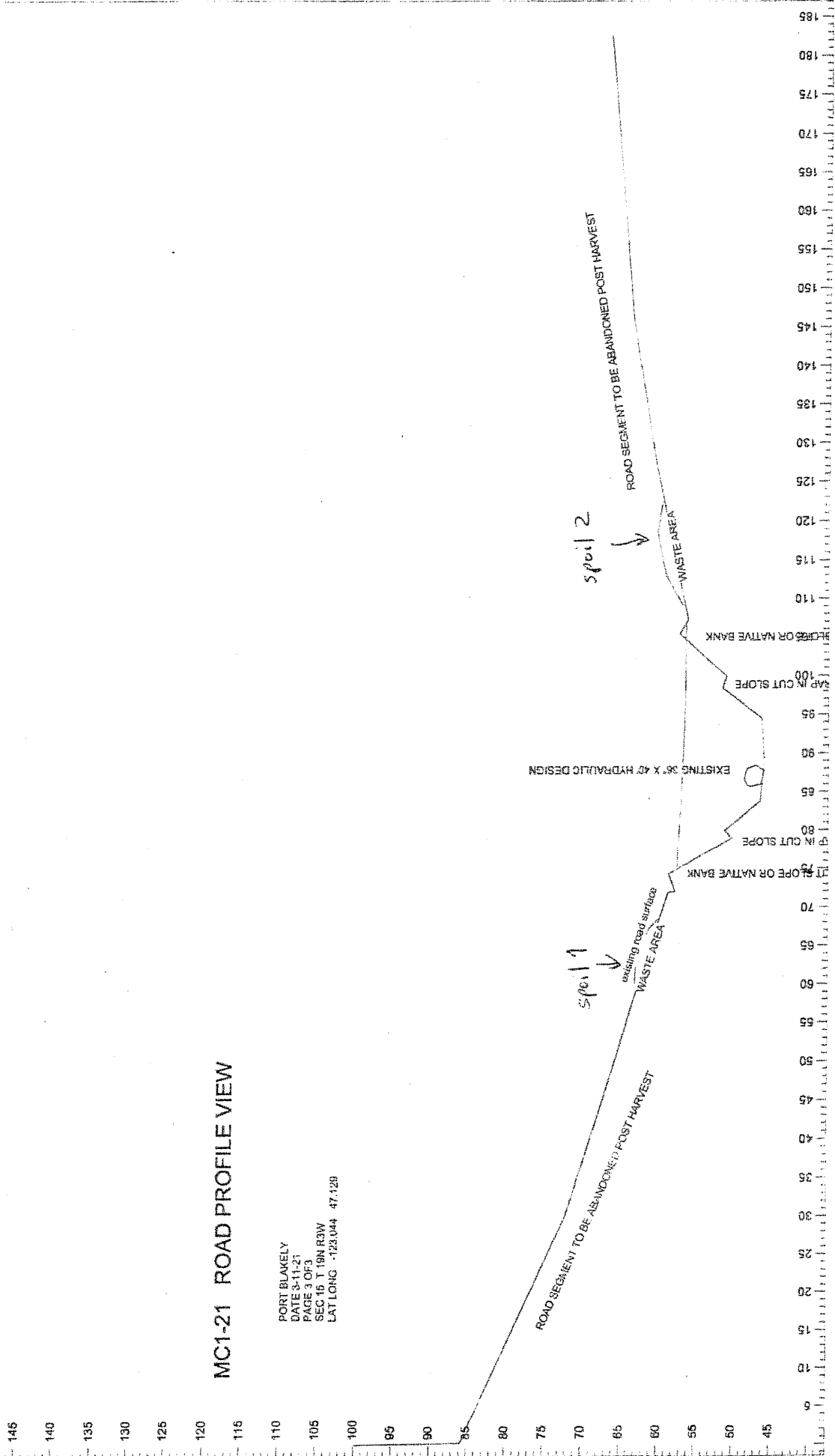
PORT BLAKELY
DATE 3-11-21
PAGE 1 OF 3
SECTION 16 T19N R3W
LAT LONG -123 044 47.120



SCALE 1" = 46'







MC1-21 ROAD PROFILE VIEW

PORT BLAKELY
DATE 8-11-21
PAGE 3 OF 3
SEC 15 T 19N R3W
LAT/LONG -123.044 47.429

Marbled Murrelet Form

Western Washington Forest Practices Application/Notification

**Complete this form only if you are harvesting timber (including salvage) or constructing roads.
Do not complete this form if you have an HCP for marbled murrelets.**

Answer every question.

1. No Yes For this FPA/N, has a protocol survey(s) been completed that includes:
- Harvest units (and within 300 ft on your ownership), or
 - Salvage units (and within 300 ft on your ownership), or
 - Any area of proposed road construction (and within 300 ft on your ownership)?

If 'Yes', fill out the table and check the appropriate findings below.

| Survey ID (Name or Unit #) | Township, Range, & Section | Survey was approved by WDFW (Attach approval letter from WDFW) | Survey was disapproved by WDFW and is being resubmitted with this FPA/N (Explain below) | Survey has been submitted to WDFW and survey approval is unknown (Explain below) | Survey is complete but has not yet been submitted to WDFW (Submit survey with FPA/N) |
|-------------------------------|----------------------------------|---|---|---|---|
| | | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections |
| | | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections |
| | | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections | <input type="checkbox"/> Occupancy <input type="checkbox"/> Presence <input type="checkbox"/> No Detections |

Explanation:

2. No Yes Unknown Will you harvest, salvage, or construct roads within 0.25 miles of an occupied site?

3. No Yes Unknown Will you fly helicopter(s) over or within 0.25 miles of an occupied site?

4. No Yes Will you harvest *live* trees in a buffer of an occupied site?

If Yes, describe the leave trees and buffer widths you will leave.
NOTE: If you leave less than required in WAC 222-16-080(1) (h) (v) this is a Class IV-Special and an Environmental Checklist is required

Description of managed buffers:

5. No Yes Are there nesting platforms within any harvest unit (including salvage and road construction) that are within 300 feet that:
- Are not located within a surveyed area, **and**;
 - Have a minimum of 2 platforms per acre, **and**;
 - Are located within 7 or more acres of contiguous habitat, **and**;
 - Have a least 40% (number not volume) of the dominant and co-dominant trees made up of Douglas-fir, western hemlock, western red cedar, or Sitka spruce?

If "Yes", complete the table below for those areas.

| Name or # (as shown on map) of delineated stands of contiguous habitat | Delineated stand acres | Nesting platforms per acre | Number of trees 32 inches dbh or greater with platforms | Platform Assessment Method Field Sampling Method, Sample Plot Method, 100% Cruise Method, Inventory Model Method, or Other |
|--|------------------------|----------------------------|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

6. No Yes Are there areas within this forest practice or within 300 feet that:
- Are not surveyed, **and**;
 - Are not listed in question 5, **and**;
 - Have trees that are at least 32 inches dbh

If "Yes", list the forest practice unit numbers from your activity map. Provide brief description of current stand conditions. Such as tree species composition, stand age (if known), and maximum tree size (dbh).

Harvest Unit #(s) 1 Within the Unit Within 300 feet of the Unit

Description:

This unit is composed of 81% Doug-fir, 4% cedar & 16% hardwood. This stand was initiated in 1968. Average dbh is 20.5" (range 11" to 36"). Because of its composition and age, this stand was judged not to provide MAMU nesting habitat.

Harvest Unit #(s) 3 Within the Unit Within 300 feet of the Unit

Description:

This unit is composed of 80% Doug-fir, 5% other conifer & 15% hardwood. This stand was initiated in 1952. Average dbh is 20.4" (range 7" to 40"). Because of its composition and age, this stand was judged not to provide MAMU nesting habitat.

Harvest Unit #(s) 1 Within the Unit Within 300 feet of the Unit

Description:

This unit is composed of 43% cedar, 10% other conifer & 47% hardwood. This stand was initiated in 1934. Average dbh is 20.3" (range 6" to 43"). Because of its structure, this stand was judged not to provide MAMU nesting habitat.

7. If you answered yes to question 1, 4, or 5, include a map (separate from your map that shows your harvest units and/or road construction) See the instructions for the information required on each map.

Appendix A. Water Type Classification Worksheet

Western Washington

Stream/Segment ID: EE
 Date(s) Observed: 3/23/2010

Stream/Segment ID: A, B, C, D, E, G, H, I, DD
 Date(s) Observed: 3/16/21

Stream/Segment ID: AA, GG, M, V
 Date(s) Observed: 3/19/21

1. Did you determine fish use as described in the Forest Practices Board Manual Section 13? Or, does the stream have waiver characteristics? [See WAC 222-16-031(3)(b)(ii)]

| | | |
|--|---|---|
| <input type="checkbox"/> No. Continue <input checked="" type="checkbox"/> Yes. Attach documentation or approved WTMF number: <u>SP14110001</u> <input checked="" type="checkbox"/> Fish found. Type F water. Stop. <input type="checkbox"/> No fish. Continue to 6. <input type="checkbox"/> Yes. Meets waiver criteria. Continue to 6. | <input checked="" type="checkbox"/> No. Continue <input type="checkbox"/> Yes. Attach documentation or approved WTMF number: _____ <input type="checkbox"/> Fish found. Type F water. Stop. <input type="checkbox"/> No fish. Continue to 6. <input type="checkbox"/> Yes. Meets waiver criteria. Continue to 6. | <input checked="" type="checkbox"/> No. Continue <input type="checkbox"/> Yes. Attach documentation or approved WTMF number: _____ <input type="checkbox"/> Fish found. Type F water. Stop. <input type="checkbox"/> No fish. Continue to 6. <input type="checkbox"/> Yes. Meets waiver criteria. Continue to 6. |
|--|---|---|

2. Were fish observed or are fish known to use the stream any time of the year?

| | | |
|---|--|--|
| <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop. <input checked="" type="checkbox"/> No. Continue. |
|---|--|--|

3. Is there an impoundment (ponded water) upstream of the assessed segment that is greater than 0.5 acres?

| | | |
|---|---|--|
| <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop. <input checked="" type="checkbox"/> No. Continue. |
|---|---|--|

4. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is two feet or greater? AND, is the average stream gradient less than or equal to 16%?

| | | |
|---|---|--|
| <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input checked="" type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. |
|---|---|--|

5. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is two feet or greater? AND, is the average stream gradient between 16% and 20%? AND, is the contributing basin to the stream greater than 50 acres?

| | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type F water. Stop. <input type="checkbox"/> No. Continue. |
|---|---|---|

6. Does the stream segment contain water at all times during a normal rainfall year?

| | | |
|---|---|---|
| <input type="checkbox"/> Yes. Type Np water. Go to 9. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9. <input type="checkbox"/> No. Continue. |
|---|---|---|

7. Is the stream segment downstream of a perennial source of water?

| | | |
|--|---|---|
| <input type="checkbox"/> Yes. Type Np water. Go to 9 <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9. <input type="checkbox"/> No. Continue. | <input type="checkbox"/> Yes. Type Np water. Go to 9. <input type="checkbox"/> No. Continue. |
|--|---|---|

8. Is the stream physically connected by an above-ground channel to Type S, F, or Np water?

| | | |
|---|---|---|
| <input type="checkbox"/> Yes, Type Ns water. <input type="checkbox"/> No, non-typed water. | <input type="checkbox"/> Yes, Type Ns water. <input type="checkbox"/> No, non-typed water. | <input type="checkbox"/> Yes, Type Ns water. <input type="checkbox"/> No, non-typed water. |
|---|---|---|

9. Describe how you determined the uppermost point of perennial flow. Include a description of its location and show the point on a map (Use a separate piece of paper if necessary).

Stream/Segment ID: _____ Stream/Segment ID: _____ Stream/Segment ID: _____

Appendix A. Water Type Classification Worksheet

Western Washington

Stream/Segment ID: O, P, R, Y, Z, W

Date(s) Observed: 3/19/21

Stream/Segment ID: J, K, L, Q, T

Date(s) Observed: 3/19/21

Stream/Segment ID: _____

Date(s) Observed: _____

1. Did you determine fish use as described in the Forest Practices Board Manual Section 13? Or, does the stream have waiver characteristics? [See WAC 222-16-031(3)(b)(ii)]

No. Continue

Yes. Attach documentation or approved WTMF number:

Fish found.
Type F water. Stop.

No fish. Continue to 6.

Yes. Meets waiver criteria.
Continue to 6.

No. Continue

Yes. Attach documentation or approved WTMF number:

Fish found.
Type F water. Stop.

No fish. Continue to 6.

Yes. Meets waiver criteria.
Continue to 6.

No. Continue

Yes. Attach documentation or approved WTMF number:

Fish found.
Type F water. Stop.

No fish. Continue to 6.

Yes. Meets waiver criteria.
Continue to 6.

2. Were fish observed or are fish known to use the stream any time of the year?

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

3. Is there an impoundment (ponded water) upstream of the assessed segment that is greater than 0.5 acres?

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

4. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is two feet or greater? AND, is the average stream gradient less than or equal to 16%?

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

5. Are there segments within or upstream of the assessed portion of the stream where the average bankfull width is two feet or greater? AND, is the average stream gradient between 16% and 20%? AND, is the contributing basin to the stream greater than 50 acres?

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

Yes. Type F water. Stop.

No. Continue.

6. Does the stream segment contain water at all times during a normal rainfall year?

Yes. Type Np water. Go to 9.

No. Continue.

Yes. Type Np water. Go to 9.

No. Continue.

Yes. Type Np water. Go to 9.

No. Continue.

7. Is the stream segment downstream of a perennial source of water?

Yes. Type Np water. Go to 9

No. Continue.

Yes. Type Np water. Go to 9.

No. Continue.

Yes. Type Np water. Go to 9.

No. Continue.

8. Is the stream physically connected by an above-ground channel to Type S, F, or Np water?

Yes, Type Ns water.

No, non-typed water.

Yes, Type Ns water.

No, non-typed water.

Yes, Type Ns water.

No, non-typed water.

9. Describe how you determined the uppermost point of perennial flow. Include a description of its location and show the point on a map (Use a separate piece of paper if necessary).

Stream/Segment ID: O, P, R, Y, Z

Stream/Segment ID: J, K, L, Q, T, W

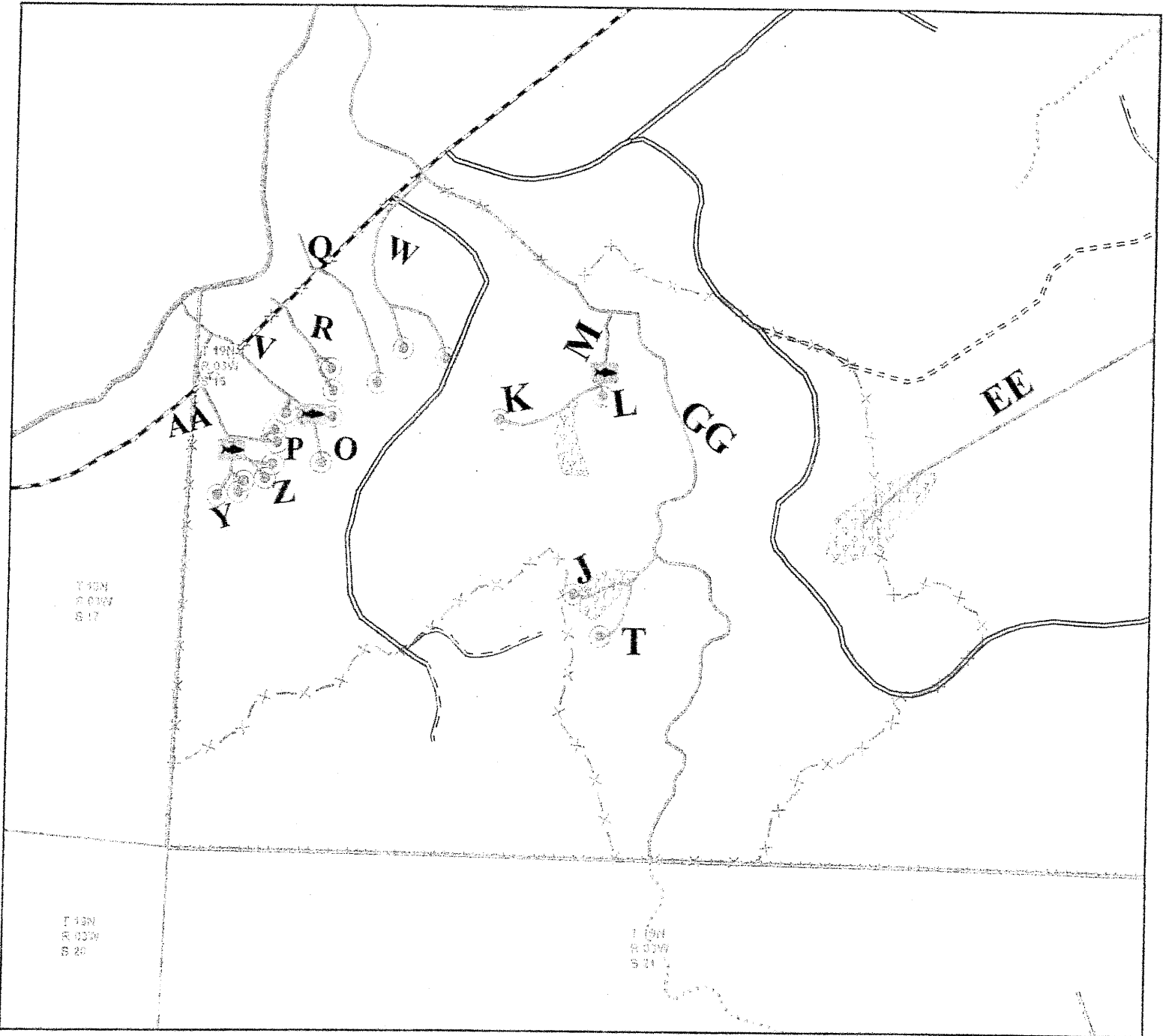
Stream/Segment ID: _____

Entire Np systems flowing
when PIPs ID'd in wet season

Entire segment flowing when
PIPs ID'd in wet season

PORT BLAKELY - US FORESTRY

Unit: Kamsino



Map Compiled by LHansen
Date: 4/7/2021

- EOFH
- Posted EOFH
- PIP
- Posted PIP

Hydro Regions

FEATURE

- Alluvial Fan
- Channel Migration Zone
- Forested Wetland
- Off Channel Fish Habitat
- Wetland
- Harvest Unit Poly
- Ownership

Stream Classification

- S
- F
- Np
- Ns
- Non-Typed
- U

Road Class

- Interstate
- County
- Rural
- Rock
- Dirt
- Inactive Grade/Track
- Deactivated - Partial RW
- Deactivated - Full RW
- Abandoned
- Unknown



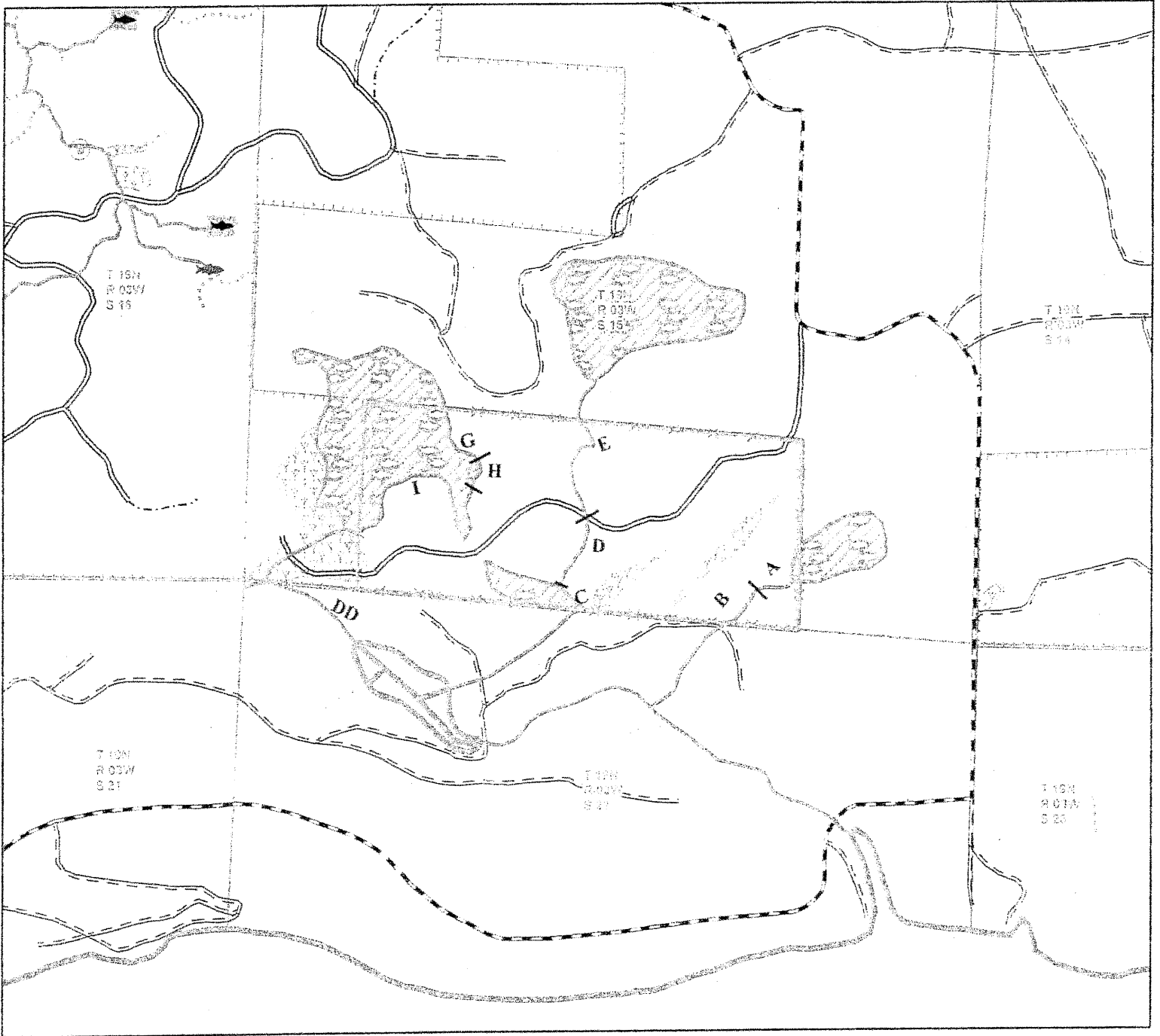
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Feet

PORT BLAKELY - US FORESTRY

Unit: Kamsino



Map Compiled by LHansen
Date: 4/7/2021

- EOFH
- Posted EOFH
- PIP
- Posted PIP

Hydro Regions

- FEATURE**
- Alluvial Fan
 - Channel Migration Zone
 - Forested Wetland
 - Off Channel Fish Habitat
 - Wetland
 - Harvest Unit Poly
 - Ownership

Stream Classification

- S
- F
- Np
- Ns
- Non-Typed
- U

Road Class

- Interstate
- County
- Rural
- Rock
- Dirt
- Inactive Grade/Track
- Deactivated - Partial RV
- Deactivated - Full RW
- Abandoned
- Unknown



Scale 1:12,000



Appendix D. Slope Stability Informational Form

Complete and attach this form to your FPA/N if you indicated you are working in or around potential unstable slopes or landforms. Instructions for this appendix is located in in the Forest Practices Application/Notification Instructions document. Refer to WAC 222-16-050(1)(d) and Forest Practices Board Manual Section 16 - *Guidelines for Evaluating Potentially Unstable Slopes* for definitions and descriptions of potentially unstable slopes or landforms.

1. a. What preliminary screening tools were used to identify unstable slopes or landform features in and/or around your proposal?

Aerial Photo LiDAR Landslide Inventory GIS Field Review Other, describe:

b. Did any of the features identified during the preliminary screening (1.a.) not exist when you performed a field review? No, go to Question 2.a. Yes, describe:

2. a. Are you conducting forest practices activities in or over potentially unstable slopes or landforms?

Inner Gorge Groundwater recharge areas for glacial deep-seated landslides
 Bedrock Hollow Convergent Headwall Outer edges of meander bends
 Toe of deep-seated landslide with slopes $\geq 65\%$
 Category E - see instructions and describe below (*i.e.*: Active deep-seated landslides and others)
 Other, describe:

b. What activities may occur in or over potentially unstable slopes or landforms? Check all that apply:

Timber harvest Road construction Suspending cables Yarding Tailholds

3. a. Are you conducting forest practices activities around potentially unstable slopes or landforms?

Inner Gorge Groundwater recharge areas for glacial deep-seated landslides
 Bedrock Hollow Convergent Headwall Outer edges of meander bends
 Toe of deep-seated landslide with slopes $\geq 65\%$
 Category E - see instructions and describe below (*i.e.*: Active deep-seated landslides and others)
 Other, describe:

b. What activities may occur around potentially unstable slopes or landforms? Check all that apply:

Timber harvest Road construction Suspending cables Yarding Tailholds

4. a. Were any features identified in Question 3.a. excluded from your forest practices activity?

- No, go to Question 5. Yes, continue to Question 4.b.

b. Describe the field indicators you used to exclude potentially unstable slopes or landforms from your forest practices activity (i.e.: flagging was placed a crown width away from the break in slope of the inner gorge.):
Potentially unstable slopes or landforms are fully within Riparian Management Zone buffers.

5. Are there areas of public use located in or around the area of your proposed forest practices activity?

- No, go to Question 6 Yes, check all that apply and show locations on the map in Question 7.
 Public Road(s) Utilities Designated Recreation Area(s) Occupied Structure(s)
 Other, describe:

6. Complete the table below with date(s) and person(s) that conducted field review(s):

| Date | Name | Title/Position |
|------------|---------------|----------------|
| 03/16/2021 | Orville Mowry | Area Manager |
| | | |
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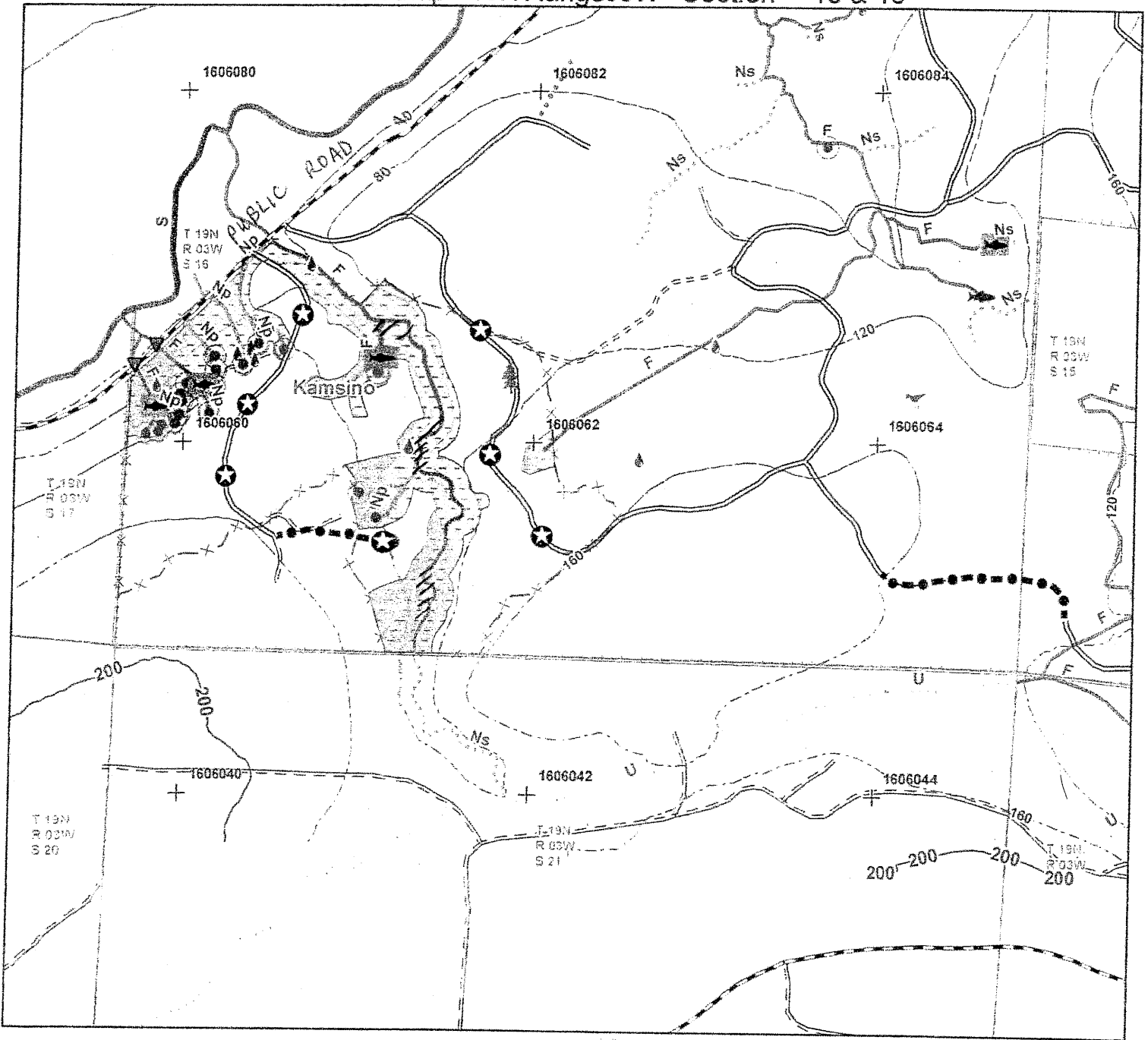
7. Attach a map that shows the following:

- Show all areas reviewed.
- Show locations of unstable slopes and landforms that were identified as described in Question 2.a. and 3.a. above.
- Show locations where areas of public use exist as described in Question 5 above.

This map is intended to be developed by the field practitioner. This can be a forest practices activity map, harvest map, or GIS map – See instructions for example map.

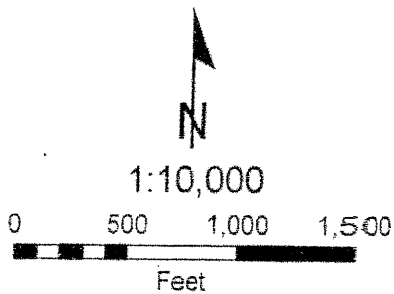
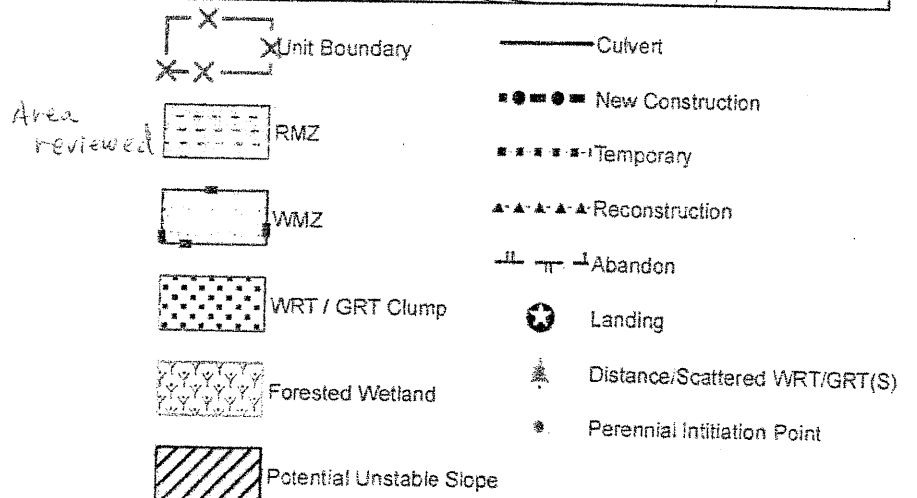
PORT BLAKELY

Township 19N Range 03W Section 15 & 16



Map Compiled By: omowry

Date: 4/7/2021





| | | | | | | |
|---|-------------------|--|-------------------|---|---|--------------|
| ICN No. 310787 | Legal Subdivision | Section 15 | TWP 19 | RGE E/W 03W | Application / Notification # Pre-app | Class III |
| Landowner Port Blakeley Tree Farms | | Timber Owner | | Operator | | |
| Mailing Address 8133 River Dr SE | | Mailing Address | | Mailing Address | | |
| City, State /Province), Zip /Postal Code) Tumwater, WA 98501 | | City, State /Province), Zip /Postal Code | | City, State /Province), Zip /Postal Code) | | |
| Meeting Location On-site | | Telephone Conference <input type="checkbox"/> | Date 3/29/2021 | Time 0900 | Region SPS | |

Subjects Discussed:

Review FP/HP plans for two removal new discoveries.

Site 1(MC2-21):

This property was acquired by current landowner several years ago. There is an existing forest road that crosses a series of wetlands with beaver activity, and the stream within is type F water and excellent rearing habitat. There is no installed water crossing structure. This road does not meet Forest Practices standards for existing roads. Water is impounded onto the road surface by a beaver dam constructed on the immediate downstream side of the road. The impounded area is roughly 40x40 and is not a wetland currently. Another, larger dam is present at the upper extent of this impoundment. This dam is 2-3 feet high, and impounds a large area of wetland. Above that is open water of several acres. The proposal is to install a temporary 24 in culvert to be used for haul, and then abandoning the entire site.

Site 2(MC1-21):

This site is a larger (88in BFW) stream in a well defined valley. An existing 36 in "hydraulic design" culvert is not fish passable. The proposal is to haul across, then abandon the site.

Decisions Made:

Site 1(MC2-21): Work timing window is to start July 15. WDFW requested inclusion of BDA as mitigation for removal of the roadside dam. Landowner was amenable, WDFW will provide guidance materials to the landowner. There seemed to be consensus that removal of the entire existing grade through the site is best for the resource, but means removal of the entire lower beaver dam. Geotextile fabric will be utilized during culvert installation to prevent sedimentation. Due to the complexity and sensitivity of the site, another IDT will be held to get input from affected tribes and additional experts.

Site 2(MC1-21): Existing plunge pool will be shown on the drawings and will need to be filled to connect the proposed 1.5% gradient. 88 in BFW was agreed, but toe width post removal will be increased to 11 feet. Two alders that need to be removed to do the abandonment will be placed in the stream.

| | | | |
|---|---|--------------------------|---|
| PRINT Participants' Names | *SIGNATURES of Participants | Representing | Copies Mailed |
| Dave Roberts Chris Johnson Allison Cook | | Landowner ECY WDFW | X X X <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| Position No. 3107 | Signature & Title of DNR Representative | Date 3/30/2021 | Work Phone (360) 538-7661 |

* (Participant signature means Note is correct for subjects discussed and decisions made at the meeting.)

Did not attend -- mail copies to:

Timber Owner Landowner Others: S. Zaniewski (Squaxin), J. Sharp (DNR)

Revisions to FPA/N 2422265

| DATE | DOCUMENT | DESCRIPTION |
|----------|------------|-------------------------------------|
| 4/6/2021 | FPA Page 7 | Q25: Add Segment G |
| | FPA Page 8 | Q28: Revise additional information. |
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23. If harvesting within 115 feet of a Type S or F Water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met, using the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

| Stream Segment Identifier (letter) | Water Type (S, F) | Segment Length (feet) | Bankfull Width (feet) | RMZ Maximum Width (feet) | Are you harvesting within the maximum RMZ? (Y or N) |
|---------------------------------------|----------------------|--------------------------|--------------------------|-----------------------------|--|
| | | | | | |
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24. Are you harvesting within 29 feet of a Type Np Water on an exempt 20-acre parcel?

- No Skip to Question 27.
 Yes See instructions and describe leave tree strategy in Question 28. Then skip to Question 27.

25. If harvesting within 200 feet of any Type S or F Water or periodically inundated areas of their associated wetlands, complete the table below. Include Desired Future Condition (DFC) for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ, whichever is less, stream shade must be assessed and met following harvest. Describe in Question 28 how stream shade was determined to be met or use the 'Appendix F. Stream Shade Assessment Worksheet' if necessary.

| Stream Segment Identifier (letter) | Water Type (S, F) | Site Class (I - V) | Stream Width (feet) | Is there a CMZ? (Y or N) | RMZ Harvest Code(s) (see instructions) | DFC Run Number | Total width of RMZ (feet) |
|---------------------------------------|----------------------|-----------------------|------------------------|-----------------------------|---|----------------|------------------------------|
| D | F | II | <10 | N | B,M | | 170 |
| A,C,I | F | II | >10 | N | B,M | | 170 |
| B,E,M,V,AA | F | III | <10 | N | B,M | | 140 |
| H,GG | F | III | >10 | N | B,M | | 140 |
| G | F | V | >10 | N | B,M | | 90 |

26. If harvesting within 50 feet of Type Np Water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

| Stream Segment Identifier (letter) | Total Stream Length in Harvest Unit (feet) | Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet) | Stream Segment Identifier (letter) | Total Stream Length in Harvest Unit (feet) | Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet) |
|---------------------------------------|---|---|---------------------------------------|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

27. How are the following currently marked on the ground? (Flagging color, paint color, road, fence, etc.)

Harvest/Salvage Boundaries: pink flagging, orange tags, roads, reprod, fence

Clumped Wildlife Reserve Trees/Green Recruitment Trees: in rmz's

Right-of-Way Limits/Road Centerlines: orange/black striped and blue flagged centerline

Stream Crossing Work: blue flagging

Riparian Management Zone Boundaries and Leave/Take Trees: pink/black striped flagging and orange tags

Channel Migration Zone: NA

Wetland Management Zone Boundaries and Leave/Take Trees: pink/black striped flagging and orange tags

28. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or complex N Water(s) see instructions for required plan information. If applicable, include mitigation measures from a geotechnical memo, letter, or report.

8. March 16, 2021 site visit and discussion and plan with SIT representatives.

10. RIL's are fully within stream rmz's.

14. Plans attached for new discovery fish culvert crossing removal. Associated with ICN-21-310787 Site 2 and shown as X1 on this application.

26. No harvest within 50' of typed Np waters.



Forest Practices Application/Notification
Notice of Decision

FPA/N No: 2422265

Effective Date: 5/7/2021

Expiration Date: 5/7/2024

Shut Down Zone: 654

EARR Tax Credit: [X] Eligible [] Non-eligible

Reference: Kamsino & McKamsino

Decision

- [] Notification Accepted Operations shall not begin before the effective date.
[X] Approved This Forest Practices Application is subject to the conditions listed below.
[] Disapproved This Forest Practices Application is disapproved for the reasons listed below.
[] Withdrawn Applicant has withdrawn the Forest Practices Application/Notification (FPA/N).
[] Closed All forest practices obligations are met.

FPA/N Classification

[] Class II [X] Class III [] Class IVG [] Class IVS

Number of Years Granted on Multi-Year Request

[] 4 years [] 5 years

Conditions on Approval/Reasons for Disapproval

Notify DNR (2) two business days prior to the start of abandonment work at Crossing X1.
Contact Matt Brady at (360) 538-7661 and/or email southpuget.forestpractices@dnr.wa.gov.

Issued By: Matt Brady

Region: South Puget Sound

Title: Resource Protection Forester

Date: 5/7/2021

Copies to: [X] Landowner, Timber Owner and Operator

Issued in person: [] Landowner [] Timber Owner [] Operator

By:

Appeal Information

You have thirty (30) days to **file** (i.e., **actually deliver**) an appeal in writing of this Decision and any related State Environmental Policy Act (SEPA) determinations to the Pollution Control Hearings Board, the Attorney General's Office, and the Department of Natural Resources' region office. See RCW 76.09.205. The appeal period starts when the applicant receives this decision, which usually happens electronically on the date indicated below.

You must file your appeal at all three addresses below:

| Pollution Control Hearings Board | Office of the Attorney General Natural Resources Division | Department Of Natural Resources South Puget Sound Region |
|--|--|---|
| <u>Physical Address</u> 1111 Israel Road SW Suite 301 Tumwater, WA 98501 | <u>Physical Address</u> 1125 Washington Street, SE Olympia, WA 98504 | <u>Physical Address</u> 950 Farman Ave N Enumclaw, WA 98022 |
| <u>Mailing address</u> Post Office Box 40903 Olympia, WA 98504-0903 | <u>Mailing Address</u> Post Office Box 40100 Olympia, WA 98504-0100 | <u>Mailing Address</u> 950 Farman Ave N Enumclaw, WA 98022 |

Information regarding the Pollution Control Hearings Board can be found at: <http://www.eluho.wa.gov/>

Other Applicable Laws

Operating as described in this application/notification does not ensure compliance with the Endangered Species Act, or other federal, state, or local laws.

Transfer of Forest Practices Application/Notification (WAC 222-20-010)

Use the "Notice of Transfer of Approved Forest Practices Application/Notification" form. This form is available at region offices and on the Forest Practices website: <https://www.dnr.wa.gov/programs-and-services/forest-practices/review-applications-fpars/forest-practices-forms-and>. Notify DNR of new Operators within 48 hours.

Continuing Forestland Obligations (RCW 76.09.060, RCW 76.09.070, RCW 76.09.390, and WAC 222-20-055)

Obligations include reforestation, road maintenance and abandonment plans, conversions of forestland to non- forestry use and/or harvest strategies on perennial non-fish habitat (Type Np) waters in Eastern Washington.

Before the sale or transfer of land or perpetual timber rights subject to continuing forest and obligations, the seller must notify the buyer of such an obligation on a form titled "Notice of Continuing Forest Land Obligation". The seller and buyer must both sign the "Notice of Continuing Forest Land Obligation" form and send it to the DNR Region Office for retention. This form is available at DNR region offices.

If the seller fails to notify the buyer about the continuing forestland obligation, the seller must pay the buyer's costs related to continuing forestland obligations, including all legal costs and reasonable attorneys' fees incurred by the buyer in enforcing the continuing forestland obligation against the seller.

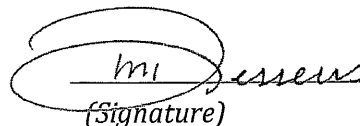
Failure by the seller to send the required notice to DNR at the time of sale will be prima facie evidence in an action by the buyer against the seller for costs related to the continuing forestland obligation prior to sale.

DNR Affidavit of Mailing

On this day **5/10/2021**, I placed in the United States mail at **Olympia**, WA, postage paid, a true and accurate copy of this document. Notice of Decision FPA #**2422265**.

Meredith Dessens

(Printed Name)



(Signature)



Forest Practices Application/Notification
NOTICE OF TRANSFER

I/we transfer my/our rights, privileges, and obligations under this approved Forest Practices Application or Notification. I/we affirm that the information contained below is true and agree to comply with the rules authorized by the Forest Practices Act and be bound by all conditions on the approved application or notification.

FPA/N Number: ~~2422264~~ 2422265

Section(S): 15 and 16

Township: 19N

Range: 03W

Original Landowner (Signature):

ORIGINAL LANDOWNER (PRINTED): Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership, doing business as PORT BLAKELY US FORESTRY Date: 5 / 20 / 2021

New Operator – Complete this section only if you are:

- Changing an operator for: Road construction Timber harvest Aerial spray
- Adding an operator for: Road construction Timber harvest Aerial spray

Legal Name of New Operator: (Print)

HOLBROOK INC

Phone: (360) 754-9390

Email: rich@holbrookinc.net

Mailing Address:

P O Box 7010

Olympia, Washington 98507

Date:

5/18/21

New Operator Signature:

New Landowner – Complete this section only if you are transferring your FPA to a new landowner

- No Yes Are you a small forest landowner per RCW 76.09.450 (if yes, continue to question below)
- No Yes Is your entire proposed harvest area on a single contiguous ownership consisting of one or more parcel(s)?

Legal Name of New Landowner: (Print)

Mailing Address:

Phone:

Email:

Date:

New Landowner Signature:

New Timber Owner – Fill out this section only if you are transferring your timber rights

Legal Name of Timber Owner: (Print)

Mailing Address:

Phone:

Email:

Forest Tax Reporting Account Number: (Contact Dept. of Revenue to get this number: 1-800-548-8829)

Date:

New Timber Owner Signature:

Received By:

(DNR Forest Practices Staff Signature)

11/10/2017

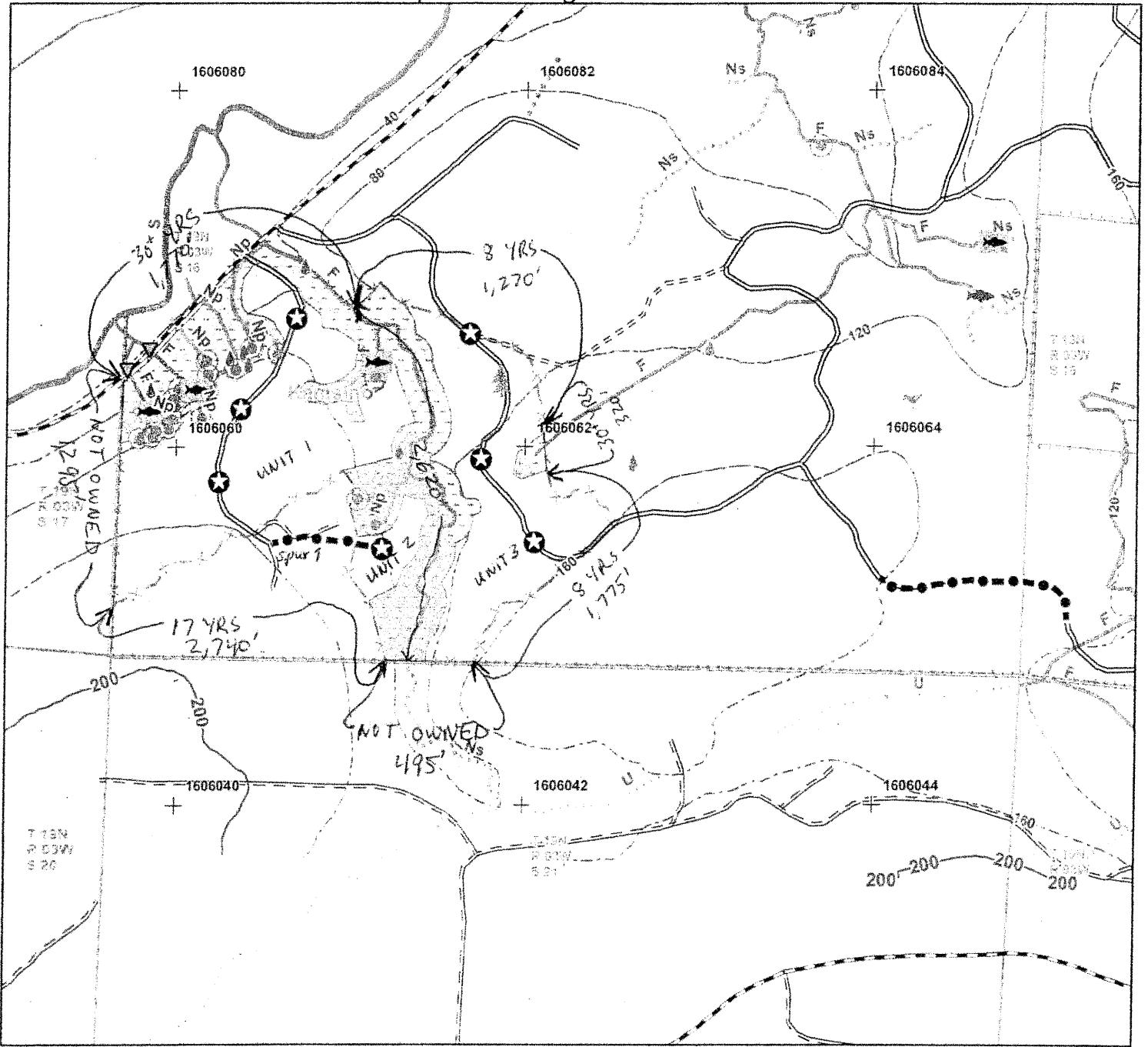
Date: 5 / 24 / 2021

EXHIBIT E-2

Harvest Map

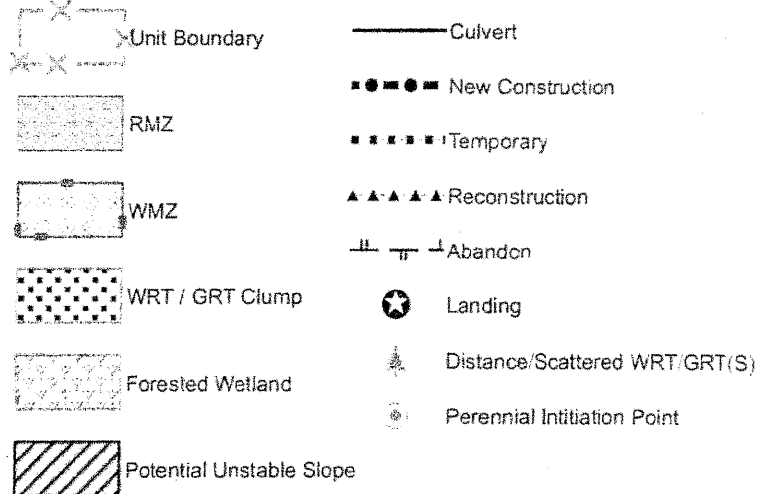
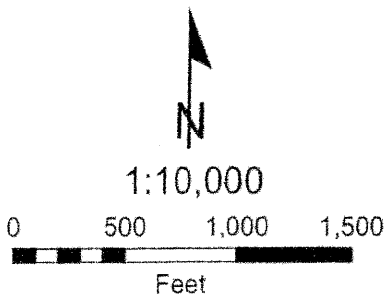
PORT BLAKELY

Township 19N Range 03W Section 15 & 16



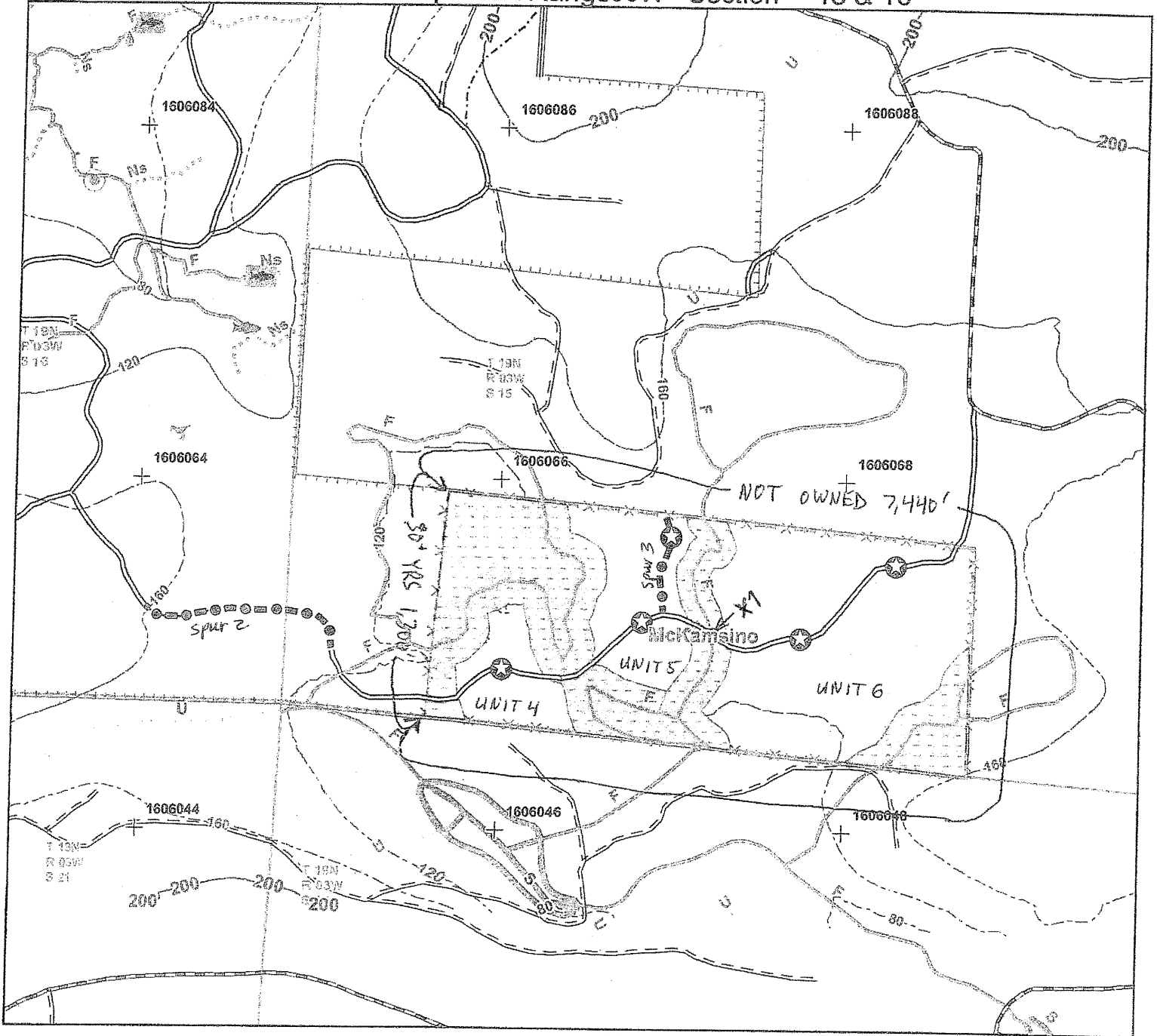
Map Compiled By: omowry

Date: 4/7/2021



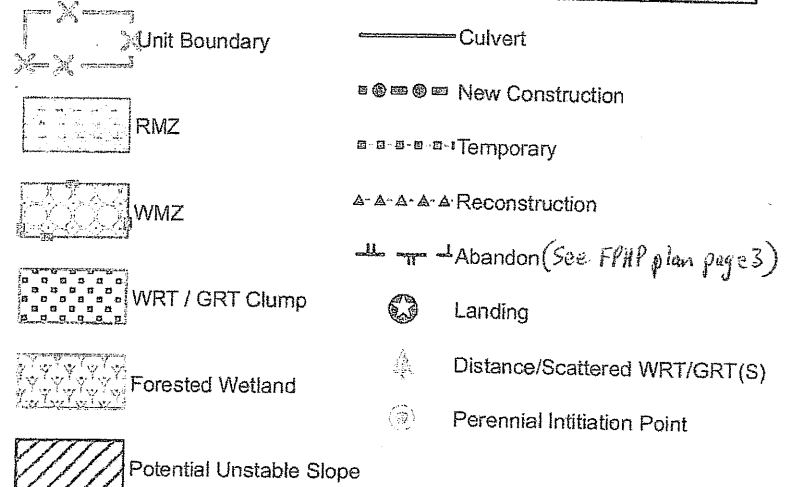
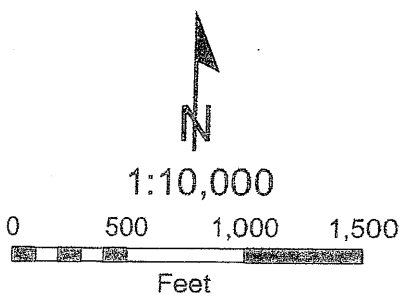
PORT BLAKELY

Township 19N Range 03W Section 15 & 16



Map Compiled By: omowry

Date: 4/7/2021



ADDENDUM NO. 1 TO REAL ESTATE PURCHASE & SALE AGREEMENT

THIS ADDENDUM NO. 1 TO REAL ESTATE PURCHASE & SALE AGREEMENT (this "**Addendum**") dated as of _____, 2021, is made by and between SQUAXIN ISLAND TRIBE, a federally recognized tribe ("**Buyer**"), and PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership, doing business as Port Blakely US Forestry ("**Seller**"), regarding that certain Real Estate Purchase and Sale Agreement dated as of _____, (the "**Agreement**") for the purchase by Buyer and sale by Seller of certain real property located in Mason County, Washington (the "**Property**"), more particularly described in the Agreement. This Addendum is attached to and forms a part of the Agreement and is being executed and delivered concurrently with the Agreement. This Addendum amends and modifies the Agreement. In the event of any conflict between the Agreement and this Addendum, this Addendum shall control.

1. DEFINED TERMS. Capitalized terms not otherwise defined in this Addendum shall have the meanings given them under the Agreement. References in this Addendum to "this Agreement" shall mean the Agreement as amended and modified by this Addendum.

2. TRIBAL PROVISIONS. The following is added as a new **Section 20** of the Agreement:

20. TRIBAL PROVISIONS.

- i. **Limited Waiver of Sovereign Immunity; Consent to be Sued.** Buyer waives and shall not have tribal and/or sovereign immunity from suit or action to interpret or enforce the terms of this Agreement or the Timber Reservation or determine any disputes relating to this Agreement or the transaction described in this Agreement or the Timber Reservation. As to such subject matters, Buyer consents to be sued and to have such matters determined and enforced in the Washington State superior or appellate court or US District Court for the Western District of Washington having jurisdiction. . Such waiver and consent (1) apply to all proceedings in whatever court has or is exercising or is preparing or required to exercise jurisdiction; (2) extend to all enterprises, instrumentalities, agencies, officers, and agents of Buyer; and (3) are irrevocable and may not be rescinded, revoked or amended without the prior written consent of Seller in its sole discretion.
- ii. **Choice of Law.** This Agreement shall create the rights and remedies that would apply and shall be governed by and construed in accordance with the laws of the State of Washington (without regard to principles of conflict of laws).
- iii. **Waiver of Exhaustion of Tribe Remedies; Tribal Court Jurisdiction.** Buyer consents and agrees that it shall not be necessary in any litigation or dispute resolution proceedings pertaining to this Agreement or the transaction described in this Agreement or the Timber Reservation, that there first be any deferral to or exhaustion of remedies in the Tribal Court of the Squaxin Island Tribe or any other tribal court or dispute resolution tribunal, or the Tribal Council of the Squaxin Island Tribe. Buyer agrees not to assert that the Tribal Court of the Squaxin Island Tribe or any other courts or dispute

resolution tribunals created by Buyer, including but not limited to the Tribal Council, shall have jurisdiction as an adjudicative tribunal over any case or controversy or proceeding pertaining to said transaction or this Agreement. Buyer expressly waives any claim or requirement that either party must enforce this Agreement or the Timber Reservation in the courts of the Squaxin Island Tribe or first exhaust use of such courts as a condition for enforcement of this Agreement or the Timber Reservation.

- iv. Court Jurisdiction. Buyer and Seller agree and consent to the jurisdiction of the Washington State Superior Court for King County, the Washington State Superior Court for Mason County, and Washington State appellate courts for the enforcement of this Agreement and the Timber Reservation; provided, however, as between King County Superior Court and Mason County Superior Court, Seller shall have the right to determine, in its sole discretion, where suit be brought. If it is determined that no such court enjoys proper jurisdiction, then Buyer and Seller agree and consent to suit in the U.S. District Court for the Western District of Washington and federal appellate courts, or, at Seller's option in its sole discretion, the Tribal Court of the Squaxin Island Tribe. This consent of the Buyer will not extend to any other transactions or subjects.
- v. Approval of Tribal Council. Buyer's execution of this Agreement and the Timber Reservation and the limited waiver of sovereign immunity shall be approved by resolution of the Tribal Council of the Squaxin Island Tribe (the "**Authorizing Resolution**") in accordance with the Constitution and all other applicable laws of the Tribe prior to the execution of this Agreement. Evidence of the approval of this Agreement and the Timber Reservation by the Tribal Council of the Squaxin Island Tribe and the Authorizing Resolution shall be provided to Seller by Buyer prior to Seller's execution of this Agreement. This Agreement shall not be binding upon either party until Buyer has executed this Agreement in accordance with the Authorizing Resolution and Seller has executed this Agreement.

3. **COUNTERPARTS.** This Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Addendum by email transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Addendum.

(Remainder of page intentionally left blank.)

Executed as of the date set forth above.

BUYER:

SQUAXIN ISLAND TRIBE, A Federally recognized Tribe

By: 

Name: Kris Peters

Title: Chairman, Squaxin Island Tribal Council

SELLER:

**PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a
Washington limited partnership**

By: The Port Blakely Company, a Washington
corporation, its General Partner

By: 

Name: Mike Warjone

Title: President, US Forestry