



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 11- 06

of the

SQUAXIN ISLAND TRIBAL COUNCIL

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

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

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

WHEREAS, the Squaxin Island Tribal Council is empowered to acquire, manage, lease, or use Tribal real property under its Constitution, Article III, Section 1(b), and its inherent authority; and

WHEREAS, the Squaxin Island Tribe owns certain real property, more particularly described in the attached Boundary Line Agreement Pursuant to RCW 58.04.007; and

WHEREAS, Harry R. Wiles and Anna M. Wiles own certain real property, more particularly described in the attached Boundary Line Agreement Pursuant to RCW 58.04.007, said property adjoining the above referenced property owned by the Squaxin Island Tribe; and

WHEREAS, A survey by Pacific Survey & Engineering Inc. has determined the property line between the two above referenced real properties is ambiguous; and

WHEREAS, the attached it would be in the best interests of the Tribe and the Wiles to resolve this ambiguity and clarify and establish the real property line between the two properties; and

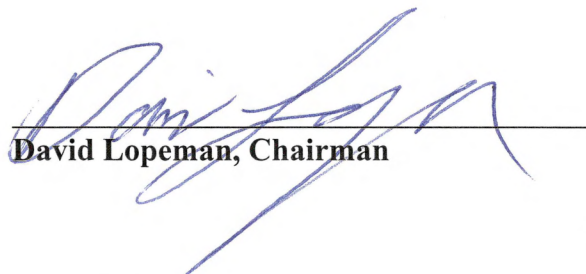
WHEREAS, the attached Boundary Line Agreement Pursuant to RCW 58.04.007 would resolve the ambiguity and clarify and establish the real property line between the two properties;

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby approves the attached Boundary Line Agreement Pursuant to RCW 58.04.007; and

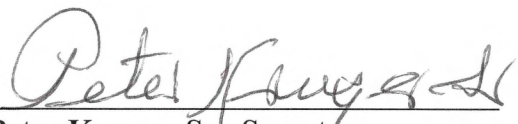
NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council hereby authorizes Chairman Dave Lopeman to execute the Boundary Line Agreement Pursuant to RCW 58.04.007, and/or any and all documents contemplated by said Agreement.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 26 day of Jan., 2010, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger, Sr., Secretary



Arnold Cooper, Vice Chairman

Return to:

Attn: Mark Allen
Squaxin Island Legal Department
3711 SE Old Olympic Highway
Shelton WA 98584

Grantors: Harry R. Wiles, Anna M. Wiles, Squaxin Island Tribe
Grantees: Same
Abbrev. Legal Desc.: Ptns SW ¼ SW ¼ 17-19-3
Parcel Nos. 31917 33 00000 and 31917 33 00010

BOUNDARY LINE AGREEMENT PURSUANT TO RCW 58.04.007

WHEREAS, the SQUAXIN ISLAND TRIBE, a federally recognized Indian tribe, hereinafter referred to as **SQUAXIN**, acquired title in Statutory Warranty Deed recorded September 27, 2006, Auditor's File No. 1878789, rerecorded January 20, 2010, Auditor's File No. 1952213, to a tract of land particularly described therein as follows:

The East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., excepting therefrom right-of-way of the Northern Pacific Railway Company as conveyed in instruments recorded under Auditor's File Nos. 44021 and 44022, less that portion conveyed by Northern Pacific Railway Company in instrument recorded under Auditor's File No. 59095, being a strip of land 200 feet in width, 100 feet on each side of the centerline of the main track of the Elma Branch Extension of the Northern Pacific Railway Company as located and staked out on November 18, 1924;

ALSO, excepting therefrom, all that portion thereof conveyed to William Cothary in Warranty Deed recorded January 18, 1932, Auditor's File No. 68728, particularly described therein as follows:

BEGINNING at the Northwest corner of the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M.; thence South, along the West line of said subdivision, 520 feet; thence Northeasterly 99 feet; thence in a Northerly direction, 480 feet, to the North line of said Southwest quarter (SW ¼) of the Southwest quarter (SW ¼); thence West, along said North line, 68 feet, to the POINT OF BEGINNING;

ALSO, excepting therefrom, all that portion thereof particularly described as follows:

No. 1862935, to a tract of land particularly described as follows:

All that portion of the North half (N ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., particularly described as follows:

BEGINNING at a point 769 feet North of a point on the South line of said Section seventeen (17), 590 feet East from its Southwest corner; thence North 26°30' West, 334 feet; thence North 30°30' East, 303 feet; thence East 146 feet; thence South 7°30' West, 195 feet; thence South 6° East, 299 feet; thence South 61° West, 157 feet, more or less, to the **POINT OF BEGINNING**;

EXCEPTING therefrom, all that portion thereof, if any, which lies within a tract of land conveyed to the Northern Pacific Railway Company in instruments recorded under Auditor's File Nos. 44021 and 44022, less that portion conveyed by Northern Pacific Railway Company in instrument recorded under Auditor's File No. 59095, being a strip of land 200 feet in width, 100 feet on each side of the centerline of the main track of the Elma Branch Extension of the Northern Pacific Railway Company as located and staked out on November 18, 1924.

Parcel No. 31917 33 00010

WHEREAS, a survey conducted by Pacific Survey & Engineering Inc. dated January 11, 2011, Job No. 2009095 (a copy of which is attached hereto and by this reference made a part hereof), includes a **NOTE** discussing ambiguities in the interpretation of the legal descriptions of record for the purpose of the establishment of the boundary line between the **SQUAXIN** and **WILES** tracts of land.

WHEREAS, RCW 58.04.007 establishes a method for an agreement between the affected landowners to fix a boundary point or line "whenever a point or line determining the boundary between two or more parcels of real property cannot be identified from the existing public record, monuments, and landmarks".

WHEREAS, **SQUAXIN** and **WILES** have reached an agreement to establish the common boundary line between their respective tracts of land described herein in order to resolve the ambiguity in the interpretation of the legal descriptions of record. **SQUAXIN** and **WILES** have inspected the proposed property line as established by the above referenced survey, and have agreed that it should represent the actual boundary line between their respective parcels.

WHEREAS, the undersigned, as required by RCW 58.04.007, enter into this written instrument for the purpose of documenting their agreement as to the boundary line between the **SQUAXIN** and **WILES** land described herein.

ESTABLISHMENT OF NEW BOUNDARY LINE

NOW, THEREFORE, in consideration of mutual benefits, the undersigned agree that the legal descriptions of the **SQUAXIN** land and the **WILES** land are hereby established to be as follows:

As to the **SQUAXIN** land:

This Agreement is not intended as an exchange of land, but rather as a written instrument pursuant to RCW 58.04.007 for the purpose of determining the boundary line between the **SQUAXIN** land and the **WILES** land, as has been established on the ground by a survey. The boundary line established on the ground by said survey has been physically inspected and approved by the parties hereto. A copy of the above referenced survey is attached hereto, and by this reference made a part hereof.

The revised legal descriptions for the **SQUAXIN** land, as set forth herein on "EXHIBIT A" attached hereto, and for the **WILES** land, as set forth herein on "EXHIBIT B" attached hereto, hereby supersede and replace the prior record legal descriptions for the **SQUAXIN** and **WILES** land described herein in all documents heretofore or hereafter recorded with the **Mason County Auditor**, including, but not limited to, all deeds, easements, agreements or security instruments.

This Boundary Line Agreement shall be binding upon the undersigned, their heirs, successors and/or assigns, and shall be binding upon, and run with the titles to the revised tracts of land described herein.

DATED this _____ day of _____, 2011

SQUAXIN ISLAND TRIBE

By: Dave Lopeman
Its: Chairman, Squaxin Island Tribal Council

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me Dave Lopeman, to me known (or proven on the basis of satisfactory evidence) to be the individual who appeared before me, and who executed the within and foregoing instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman of the **SQUAXIN ISLAND TRIBAL COUNCIL**, to be the free and voluntary act and deed of such party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2011.

NOTARY PUBLIC in and for the State _____ of Washington, residing at

My commission expires _____

BOUNDARY LINE AGREEMENT (Cont.)

HARRY R. WILES

ANNA MAE WILES

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me HARRY R. WILES and ANNA MAE WILES to me known (or proven on the basis of satisfactory evidence) to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2011.

NOTARY PUBLIC in and for the State _____ of Washington, residing at _____

My commission expires _____

EXHIBIT "A"

IN MASON COUNTY, WASHINGTON

The East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., excepting therefrom right-of-way of the Northern Pacific Railway Company as conveyed in instruments recorded under Auditor's File Nos. 44021 and 44022, less that portion conveyed by Northern Pacific Railway Company in instrument recorded under Auditor's File No. 59095, being a strip of land 200 feet in width, 100 feet on each side of the centerline of the main track of the Elma Branch Extension of the Northern Pacific Railway Company as located and staked out on November 18, 1924;

EXCEPTING therefrom, all that portion thereof which lies Westerly of the above described railroad right-of-way, and Northerly of a line particularly described as follows:

COMMENCING at the Southwest corner of said Section seventeen (17); thence South 86°23'30" East, 643.27 feet along the South line of said Section seventeen (17), to the Southwest corner of said East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M.; thence North 00°52'43" East, along the West line of said East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼), 795.83 feet, to the POINT OF BEGINNING of the herein described line; thence North 61°52'43" East, 105.84 feet, to a point on the Westerly line of said Northern Pacific Railway Company right-of-way, and the terminus of the herein described line.

TOGETHER WITH and SUBJECT TO easements, reservations, covenants, conditions and restrictions of record.

EXHIBIT "B"

IN MASON COUNTY, WASHINGTON

A) All that portion of the East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., lying Westerly of the Westerly right-of-way line of the Northern Pacific Railway Company as conveyed in instruments recorded under Auditor's File Nos. 44021 and 44022, less that portion conveyed by Northern Pacific Railway Company in instrument recorded under Auditor's File No. 59095, being a strip of land 200 feet in width, 100 feet on each side of the centerline of the main track of the Elma Branch Extension of the Northern Pacific Railway Company as located and staked out on November 18, 1924, and Northerly of a line particularly described as follows:

COMMENCING at the Southwest corner of said Section seventeen (17); thence South 86°23'30" East, 643.27 feet along the South line of said Section seventeen (17), to the Southwest corner of said East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M.; thence North 00°52'43" East, along the West line of said East half (E ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼), 795.83 feet, to the POINT OF BEGINNING of the herein described line; thence North 61°52'43" East, 105.84 feet, to a point on the Westerly line of said Northern Pacific Railway Company right-of-way, and the terminus of the herein described line.

B) All that portion of a tract of land particularly described as follows:

BEGINNING at a point 769 feet North of a point on the South line of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., 590 feet East from its Southwest corner; thence North 26°30' West, 334 feet; thence North 30°30' East, 303 feet; thence East 146 feet; thence South 7°30' West, 195 feet; thence South 6° East, 299 feet; thence South 61° West, 157 feet, more or less, to the POINT OF BEGINNING;

which lies within the West half (W ½) of the North half (N ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M.

TOGETHER WITH and SUBJECT TO easements, reservations, covenants, conditions and restrictions of record.