

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 11-72

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, by Resolution No. 11-06, Tribal Council approved a prior Boundary Line Agreement with the Wiles, such Agreement would have cured the ambiguous property line between the properties; and

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WHEREAS, the prior Boundary Line Agreement, approved via Resolution No. 11-06, did not get executed and a lawsuit involving this matter was filed in the Mason County Superior Court.; and

WHERAS, pursuant to an agreement reached at a mediation hearing held on September 27, 2011, the Tribe and the Wiles resolved their differences and reached agreement regarding the property line between the properties; and

WHERAS, the attached Boundary Line Agreement Pursuant to RCW 58.04.007, and attached Right of First Refusal, is consistent with the agreement reached at the mediation hearing, and 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 agreement reached at the September 27, 2011 mediation hearing, and approves the attached Boundary Line Agreement Pursuant to RCW 58.04.007, and the attached Right of First Refusal; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council hereby authorizes Chairman Dave Lopeman to execute the attached Boundary Line Agreement Pursuant to RCW 58.04.007, and Right of First Refusal.

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 13 day of October 2011, at which time a quorum was present and was passed by a vote of _____ for and ____ against, with __O__ abstentions.

David Lopeman, Chairman

Attested by:

Pete Kruger., 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 TribeGrantees:SameAbbrev. Legal Desc.:Ptns SW ¼ SW ¼ 17-19-3Parcel 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 $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., <u>excepting</u> 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, <u>excepting</u> 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, <u>excepting</u> therefrom, all that portion thereof 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.

Parcel No. 31917 33 00000

WHEREAS, HARRY R. WILES and ANNA MAE WILES, husband and wife, hereinafter referred to collectively as **WILES**, acquired title in Warranty Deed recorded April 4, 1974, Auditor's File No. 287991, and in Quit Claim Deed recorded March 16, 2006, Auditor's File No. 1862935, to a tract of land particularly described as follows:

All that portion of the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) 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 Northerly 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, survey work conducted by Pacific Survey & Engineering Inc. reveals patent 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. A Boundary Line Agreement Exhibit dated September 30, 2011, Job No. 2009095, a copy of which is attached hereto and by this reference made a part hereof, includes a depiction of a possible interpretation of the ambiguous boundary line.

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 depicted on the Boundary Line Agreement Exhibit, 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:

See "EXHIBIT A" attached hereto and by this reference made a part hereof.

As to the WILES land:

See "EXHIBIT B" attached hereto and by this reference made a part hereof.

WILES hereby convey and quit claim to **SQUAXIN**, all of their right, title and interest in and to the land described on "EXHIBIT A" attached hereto.

SQUAXIN hereby convey and quit claim to **WILES**, all of its right, title and interest in and to the land described on "EXHIBIT B" attached hereto.

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 and Boundary Line Agreement Exhibit 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:		
Its:		

STATE OF WASHINGTON)) ss. COUNTY OF _____)

On this day personally appeared before me ______, 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 ______ of the SQUAXIN ISLAND TRIBE, 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 ¹/₂) of the Southwest quarter (SW ¹/₄) of the Southwest quarter (SW ¹/₄) of Section seventeen (17), Township nineteen (19) North, Range three (3) West, W.M., <u>excepting</u> 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 <u>excepting</u> 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 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, along the South line of said Section seventeen (17), to the Southwest corner of said East half (E $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) 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 $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), 707.00 feet, to the POINT OF BEGINNING of the herein described line; thence South 86°23'30" East, Parallel to the south line of the said southwest quarter, 106.30 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.

Parcel No. 31917 33 00000

EXHIBIT "B"

IN MASON COUNTY, WASHINGTON

All that portion of the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) 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 Northerly 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.

TOGETHER with 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, along the South line of said Section seventeen (17), to the Southwest corner of said East half (E $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) 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 $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), 707.00 feet, to the POINT OF BEGINNING of the herein described line; thence South 86°23'30" East, Parallel to the south line of the said southwest quarter, 106.30 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.

Parcel No. 31917 33 00010

Return to:

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

RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement is made by and between Harry R. Wiles and Anna M. Wiles (husband and wife - hereinafter" Wiles") and the Squaxin Island Tribe (hereinafter "Tribe"), and with reference to the following:

A. Wiles is the owner of certain real property located in Mason County, State of Washington, more particularly described as follows:

All that portion of the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) 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 Northerly 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.

TOGETHER with 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, along the South line of said Section seventeen (17), to the Southwest corner of said East half (E $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) 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 $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), 707.00 feet, to the POINT OF BEGINNING of the herein described line; thence South 86°23'30" East, Parallel to the south line of the said southwest quarter, 106.30 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.

Parcel No. 31917 33 00010 (hereinafter Property)

B. Wiles desires to grant to the Tribe the right to purchase the above referenced real property on terms and conditions as set out below.

Now, Therefore, It is mutually agreed between the parties:

1. For One Dollar (\$1.00) and other valuable consideration Wiles hereby grants to the Tribe the right to purchase the Property upon the following terms and conditions:

A. Wiles is under no obligation to sell the Property to the Tribe at any particular time. However, in the event Wiles decides to sell the property, and in the event Wiles receives from a third-party a bona fide, good faith offer to purchase the Property, the Tribe shall be given the right to purchase the Property on the same terms and conditions as set out in the original offer to purchase made by the third-party to Wiles.

B. Any and all offers of purchase for the Property accepted by Wiles shall be in writing, and shall disclose to the prospective purchaser the existence and nature of this Agreement.

C. Upon the acceptance of any offer to purchase by Wiles, Wiles shall provide the Tribe with a copy of the offer by sending it, via certified mail, to:

Chairman, Squaxin Island Tribe 10 Squaxin Lane Shelton, Wa., 98584

D. The Tribe shall have fifteen (15) days from the receipt of the offer of purchase from Wiles to either accept or reject the offer of purchase. Failure of the Tribe to respond within the fifteen (15) day time period shall be treated the same as if the Tribe rejected the offer. If the Tribe accepts the offer to purchase then such terms of acceptance shall be identical to those set out in the offer. The Tribe must timely notify Wiles in writing of its acceptance of the offer by sending it, via certified mail, to:

Harry and Anna Wiles 204 Simmon Rd. Shelton, Wa., 98584

E. This right of first refusal shall be applicable to any and all bona fide, good faith offers made on the Property, and it shall continue until such time as the Property is sold to either the Tribe or a third-party. In the event the Tribe rejects an offer and Wiles and the propspective purchaser thereafter materially alter the original offer, the Tribe shall be given the right to accept or reject the amended offer under the same terms and conditions as set out in this agreement.

F. The terms of this agreement shall be binding upon the parties, their heirs, assigns or successors in interest.

Dated:

Dated:

Wiles:

Squaxin Island Tribe:

Harry R. Wiles

Dave Lopeman Chairman, Tribal Council

Anna M. Wiles

STATE OF WASHINGTON)): ss County of

I certify that I know or have satisfactory evidence that Harry R. Wiles and Anna M. Wiles are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2011.

Print Name: ______ NOTARY PUBLIC in and for the State of Washington, residing at ______ My Appointment Expires ______

STATE OF WASHINGTON)): ss County of

I certify that I know or have satisfactory evidence that Dave Lopeman is the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2011.

Print Name:						
NOTARY PUBLIC in a	ind for the State of	of				
Washington, residing at						
My Appointment Expires	S					

