



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 12-09

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 Washington Department of Natural Resources (WDNR) recognizes the longstanding interest of the Squaxin Island Tribe (SIT) to purchase the state land known as Squaxin Island; and

WHEREAS, the Squaxin Island Tribe and WDNR have reached agreement expressed in the attached Letter of Intent to proceed with conducting an appraisal and enter into a Purchase and Sale Agreement; and

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council approves the Letter of Intent dated February 23, 2012, and authorizes Chairman David Lopeman, or in his absence, the Administrator Don Whitener, to execute and deliver the Letter of Intent to WDNR; and

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribe authorizes the application for sale or transfer of the Squaxin Island parcels with WDNR; and

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribe authorizes the administrative fees and costs (WDNR estimated \$22,500), including appraisal from on Island acquisition account No. _____; and

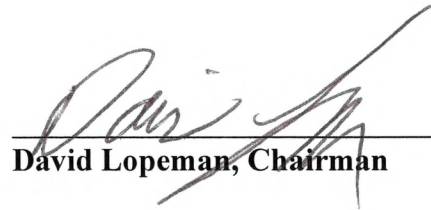
NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribe authorizes the Administrator to select appraisers from pre-approved WDNR list, and solicit bids, negotiate, execute and deliver a contract with an appraiser consistent with the terms of the Letter of Intent.

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribe authorizes acquisition consistent with Purchase and Sale Agreement (Ex. A to Letter of Intent) and to accept the property at closing.

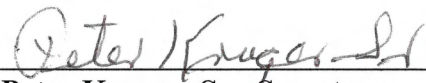
NOW THEREFORE IT BE FURTHER RESOLVED, the Squaxin Island Tribe authorizes Administrator Don Whitener to undertake on behalf of the Squaxin Island Tribe any and all acts, and to execute any documents, required to accomplish the Purchase and Sale Agreement contemplated by this resolution.

CERTIFICATION

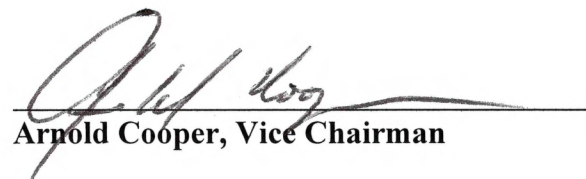
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 23 day of February, 2012, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger, Sr., Secretary



Arnold Cooper, Vice Chairman



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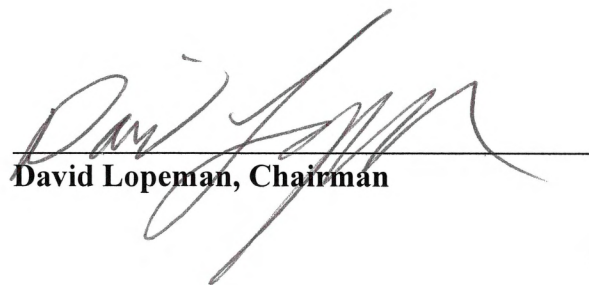
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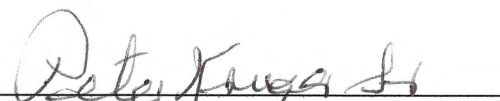
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David Lopeman, Chairman

Attested by: 

Peter Kruger, Sr., Secretary



Arnold Cooper, Vice Chairman

**LAND SALE AND TRANSFER
LETTER OF INTENT**

February 23, 2012

David Lopeman
Tribal Chairman
Squaxin Island Tribe
10 SE Squaxin Lane
Shelton, WA 98584

Dear Chairman Lopeman:

The Department of Natural Resources (DNR) recognizes the longstanding interest of the Squaxin Island Tribe (SIT) to purchase the state land known as Squaxin Island and agrees to prepare this transaction for presentation to the Board of Natural Resources. The following describes the basic terms of the transaction.

Transaction Approval. The sale or transfer of state trust lands requires the approval of the Board of Natural Resources. Prior to DNR presenting this proposal to the Board of Natural Resources, SIT will execute and transmit to DNR the documents necessary to demonstrate that the applicable resolutions or approvals have been obtained from the governing board, council or entity authorizing SIT to accept the property at closing.

Administrative Costs. DNR and SIT will each be responsible for their own administrative costs incurred as part of this transaction, including the cost of their respective staff.

Appraisal Costs. SIT agrees to pay up to \$22,500 as an initial estimated cost to cover appraisal of the subject property. Any portion of this appraisal cost not used to cover the appraisal for this transaction shall be refunded to SIT at closing. If appraisal bids exceed the initial estimated cost of \$22,500, DNR and SIT shall reach agreement on cost sharing of the amount in excess of \$22,500 prior to proceeding with awarding of an appraisal contract. However, in no case will DNR be responsible for more than 50% of any appraisal costs exceeding the initial estimate of \$22,500.

Appraisal Process. The appraisal must conform to generally accepted appraisal standards in accord with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisitions (“Yellow Book”) and be performed by a state-certified general real estate appraiser. The report will be a self-contained narrative report and the interest to be appraised is the fee simple rights subject to any recorded easements and/or encumbrances. Specific to this assignment, the analysis will consider regulatory constraints, legal encumbrances, and access issues that may impact the subject property.

DNR will administer appraisal contracting, with SIT named as an intended user. DNR and SIT will jointly select no less than three (3) and not more than six (6) appraisers from DNR’s pre-approved list of appraisers for bid solicitation. DNR will share bid responses and consult with SIT prior to selecting an appraiser for this assignment, however the final decision on awarding an appraisal contract will be DNR’s. Once an appraiser has been

selected, SIT will be invited to a pre-appraisal meeting and provided the opportunity to share factual information SIT considers relevant to establishing a fair market value for the subject properties. DNR will also share information that the state considers relevant to this appraisal at the pre-appraisal meeting. The appraisal report will be provided to both DNR and SIT upon completion by the appraiser. DNR and SIT will use the same joint process as identified in the previous paragraph for selection of and providing instruction to a review appraiser.

Reservations. The mineral estate shall be reserved pursuant to RCW 79.11.210. The State of Washington may restrict access and extraction to the reserved minerals to the greatest extent practicable and allowed by law. If or when RCW 79.11.220 is legally applicable then, upon written request of Grantee, the state shall convey any interest it may hold in the mineral estate to the United States of America. .

Purchase and Sale Agreement. Prior to DNR presenting this proposal to the Board of Natural Resources, both parties will execute a purchase and sale agreement, substantially as set forth in Exhibit A.

Governmental Approvals. This proposed sale or transfer is subject to approval by the Board of Natural Resources and the Squaxin Island Tribal Council.

Prorations. All rents and other income, if any, and water, sewer, utility and any other expenses relating to the property shall be prorated as of Closing.

Title. Title will be conveyed by quitclaim deed. SIT may acquire title insurance for the property at its own expense. State will not provide title insurance.

Closing. Closing shall be carried out at the Olympia office of the Department of Natural Resources. SIT acknowledges that DNR is acting as an interested party in preparing documentation for and closing this transaction; escrow is not formed.

Timing. Land sales and transfers typically take from six (6) to nine (9) months to complete, depending on complexity. Following execution of this Letter of Intent, the appropriately authorized DNR and SIT representatives will jointly agree upon a timeline for this transaction.

Neither this document nor anything contained herein shall be construed as an actual agreement or contract. This letter does not have legally binding effect, but is an expression of intent. If the process set forth above is acceptable, please acknowledge this understanding by affixing your signature below and return this letter to the undersigned.

Sincerely,

Stephen L. Saunders
Division Manager, Asset & Property Management

ACCEPTED:

Squaxin Island Tribe

Date

Title

EXHIBIT A TO LETTER OF INTENT

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, COMMISSIONER OF PUBLIC LANDS**

**AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

THIS AGREEMENT is made as of the _____ day of _____, 2012, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources ("State") and the SQUAXIN ISLAND TRIBE, ("Purchaser").

WHEREAS, State is the owner of certain real property known as Squaxin Island located in Mason County, Washington; and

WHEREAS, State desires to convey the real property to Purchaser, and Purchaser desires to acquire the real property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Purchaser and State, it is agreed as follows:

SECTION 1 PROPERTY

1.1 Property to be Sold. State shall sell and convey to Purchaser, and Purchaser shall purchase and accept from State, all subject to the terms, conditions and contingencies of this Agreement, that certain real property located in Mason County, Washington, the legal description of which is set forth on Exhibit A, together with all easements, rights-of-way and other rights appurtenant to said real property. The foregoing property and rights and interests described above are collectively referred to herein as the "Property."

1.2 Reservation. This sale is subject to the reservation of oils, gases, and minerals and easements for removal of valuable materials as prescribed in RCW 79.11.210 and in RCW 79.36.370.

SECTION 2 PAYMENT

2.1 Purchase Price. Purchaser shall pay State the Purchase Price of _____ U.S. Dollars (\$ _____) and other charges owed by Purchaser described in Section 10.2 below in cash sufficiently in advance of Closing to facilitate certification of payment to the Governor and issuance of the deed, but in no event shall the Purchase Price be paid later than thirty (30) days after approval of this sale by the Board of Natural Resources.

2.2 No Interest. Any deposits or advance payments made by Purchaser under this Agreement

shall be held by the state treasurer without interest.

SECTION 3 CLOSING

3.1 Date. The "Closing Date," "Closing," or "Date of Closing," as those terms are used herein, shall mean the date upon which all monies are paid and all documents are recorded. Closing shall be as soon as practical for State to issue a quitclaim deed from the Governor's Office upon confirmation that the entire Purchase Price shall have been paid to the State Treasury and all terms, conditions and contingencies have been met.

3.2 Place. Closing shall be carried out at the Olympia office of the Department of Natural Resources. Purchaser acknowledges that State is acting as an interested party in preparing documentation for and closing this sale; State is not acting as an escrow. Purchaser should consult an attorney regarding the legal effects of this transaction.

SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION

4.1 Possession. Purchaser shall be entitled to possession of the Property on the Closing Date.

4.2 Form of Deed. State shall convey title to the Property to Purchaser by quitclaim deed executed by the Governor of the State of Washington. Said deed shall be in the same form and format as Exhibit B, attached hereto and incorporated by this reference herein.

4.3 Title Insurance. State will not furnish a policy of title insurance at Closing.

SECTION 5 RIGHTS AND OBLIGATIONS AFTER ACCEPTANCE

5.1 Inspection. Following the date of this Agreement, and with two (2) business days' prior notice, State shall permit Purchaser and/or its designated agents to enter upon the Property at all reasonable times for the purpose of investigating the Property, and the physical condition thereof, including without limitation, the condition of improvements, if any, located upon the Property. Purchaser shall not conduct any invasive testing of the soils without prior written consent of State.

5.2 Indemnification and Hold Harmless Regarding Purchaser's Inspection. Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to attorney and paralegal fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant fees and costs) arising out of or relating to the actions of Purchaser and actions of Purchaser's agents or employees in exercising such rights of entry or inspections under this Agreement. Purchaser will be responsible for the payment of any fines or penalties charged against State or Purchaser, or for any employees or equipment while under Purchaser's control, employment, or direction, related to activities under Sections 5.1 above and 5.3 below.

5.3 Reports and Studies.

- (a) Subject to the conditions set forth above, Purchaser shall have the right to prepare, or have prepared, engineering studies, feasibility studies, surveys, resurveys or survey updates, environmental reviews, studies or investigations all of which are also collectively referred to as the "Purchaser's Studies" with respect to the Property. All information discovered by Purchaser through Purchaser's Studies shall be deemed to have been disclosed by State.
- (b) Further, with respect to Purchaser's Studies, Purchaser agrees that it is not acting as the agent of State, and that Purchaser's contractors, architects, engineers, or other consultants are solely employed by Purchaser to perform the studies for the benefit of Purchaser. Purchaser further shall provide written notice to each contractor, architect, engineer and other consultant of these facts, which notice shall also instruct these parties not to file any liens or notices against the Property prior to Closing. Purchaser shall ask each party to acknowledge receipt of the notice. Purchaser shall supply State with a written list of each party to whom this notice was sent within ten (10) days of their issuance, as well as a copy of each notice as acknowledged by the party to whom it was given or sent.
- (c) In the event that Purchaser does not complete the purchase contemplated in this Agreement, Purchaser shall immediately provide State with Purchaser's Studies at no cost to State.
- (d) Purchaser shall have the right to examine studies and reports, if any, prepared by State or its consultants, excluding appraisal reports (all of which are collectively referred to as "State's Studies").

5.4 Condition of Purchase. If Purchaser's Studies indicate the Property is not reasonably suitable for the intended use by Purchaser or the Property presents an unreasonable risk to Purchaser of liability associated with hazardous substances, Purchaser may terminate this Agreement without further obligation, and Purchaser shall be refunded any deposit. Purchaser shall give State written notice of Purchaser's decision to terminate within thirty (30) days of the date of this Agreement. The termination notice shall specify the problems identified. In the event Purchaser fails to give State such written notice, this termination right shall expire.

SECTION 6 DESTRUCTION OR CONDEMNATION

State shall bear the risk of loss until Closing. If on or before the Closing Date either the Property is materially damaged, or condemnation proceedings are commenced with respect to the Property, Purchaser shall elect either to terminate this Agreement or to purchase the Property. Purchaser must give written notice of such election to State within fifteen (15) days of Purchaser's knowledge of such damage or condemnation. Failure to give State notice of Purchaser's election to terminate shall be deemed an election to purchase. If Purchaser elects to terminate this Agreement, any deposit shall be returned to Purchaser, and all rights and obligations of Purchaser and State shall terminate. If Purchaser elects to purchase the Property, Purchaser shall be entitled to the insurance proceeds, if any, or to the condemnation award either of which shall be without adjustment to the Purchase Price. Damage shall be deemed "material" if it cannot be repaired or replaced within ninety (90) days or it

represents more than ten percent (10%) of the Purchase Price.

SECTION 7 CONDITION OF THE PROPERTY

7.1 As Is. The Property is sold "AS IS, WHERE IS." Purchaser is encouraged to examine the Property to ascertain the condition of the Property, including but not limited to the existence of encumbrances, encroachments, etc. State does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to any improvements located thereon. No employee or agent of State is authorized to make any warranty or representation to the contrary. The foregoing specifically disclaims warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property.

7.2 Release/Indemnity. Purchaser hereby fully releases State from any and all liability to Purchasers arising out of or related to the condition of the Property prior to, at, or after Closing, including but not limited to the deposit or release of hazardous or toxic wastes or material, pollutants, and the following known or suspected defects: None. It is the intent of the parties that this constitutes a full and final release of any and all claims concerning any substance including, but not limited to, hazardous substances. This release extends to and includes any action for contribution for any environmental remedial action. Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State with respect to, but not limited to any claims, damages, liabilities, penalties (civil or criminal), and any other costs, including attorneys' fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the Property deposited or released after Closing.

7.3 Waiver of Seller's Disclosure. If and to the extent that the Property is used for residential purposes or is zoned for residential use, the Purchaser hereby agrees to waive the right to receive a seller's disclosure statement pursuant to RCW Chapter 64.06. Notwithstanding the foregoing, to the extent that the State has actual knowledge of conditions on the Property that would result in a "yes" answer to any of the questions in the Environmental section of the statutory disclosure form, State shall provide a completed copy of that section of the disclosure statement to Purchaser.

7.4 Notice of Possible Proximity to Farming Operations. This notice is to inform Purchaser that the Property being purchased may lie in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

SECTION 8 ASSESSMENTS

Purchaser shall buy the Property subject to any assessment remaining unpaid at Closing.

SECTION 9 STATE CONTINGENCY

State's obligations are contingent upon the following:

- (a) approval of the sale by the Board of Natural Resources which shall be made at their sole discretion; and
- (b) performance prior to or at Closing of all other acts and payments required of Purchaser under this Agreement.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or at Closing the parties shall do the following:

10.1 State.

- (a) issue a duly executed quitclaim deed conveying title to the Property within a reasonable time after confirmation of receipt of the Purchase Price by the State Treasury;
- (b) sign a Real Estate Excise Tax Affidavit;
- (c) provide any other documents necessary to consummate this agreement; and
- (d) pay prorations to the extent required and determinable.

10.2 Purchaser.

- (a) pay the Purchase Price into the State Treasury as set forth in Subsection 2.1;
- (b) sign a Real Estate Excise Tax Affidavit;
- (c) provide any other documents necessary to consummate this Agreement;
- (d) pay all sums and prorations to the extent required under this Agreement and determinable; and
- (e) pay the cost of recording the deed and the county processing fee for filing the Real Estate Excise Tax Affidavit.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges and any other expenses (excluding local improvement assessment as provided under Section 8) with respect to the operation of the Property levied against the Property shall be prorated between Purchaser and State as of the Closing Date. To the extent information is then available, such prorations shall be calculated and paid as of Closing. Such prorations shall be adjusted and completed after the Closing Date, if necessary, as and when complete information becomes available, and State and Purchaser agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance proration shall be made.

SECTION 11 SURVIVAL

The obligations not satisfied at Closing or intended to continue beyond Closing shall not be deemed to have merged in the deed.

SECTION 12 REAL ESTATE COMMISSION

Purchaser shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Purchaser.

SECTION 13 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, and addressed as follows:

To Purchaser:

To State:

Department of Natural Resources
Asset and Property Management Division
Attn: Debi VanBuren
PO Box 47014
Olympia, WA 98504-7014
Facsimile: (360) 902-1789

The foregoing addresses may be changed by written notice.

SECTION 14 MISCELLANEOUS

14.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

14.2 Binding Nature; Assignment of Rights. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective assigns, if any, of the parties hereto. However, this Agreement shall not be assignable by Purchaser without the prior written consent and acceptance by State, which shall be at State's sole and absolute discretion.

14.3 Washington Law. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the state of Washington and venue shall be in Thurston County. The terms of this

Agreement shall be given their ordinary meaning and shall not be construed in favor of or against either party hereto.

14.4 Time of the Essence. Time is of the essence in this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

14.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

14.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

14.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

14.8 Date of Agreement. The date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

14.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction.

14.10 Authorization. Purchaser and the person(s) executing this Agreement on behalf of Purchaser represent and warrant that they are authorized to do so and that this is a legal, valid, and binding obligation on behalf of Purchaser, and is enforceable against Purchaser in accordance with its terms.

14.11 Default. In the event of default, neither party shall be liable for consequential damages.

14.12 Attorneys' Fees and Costs. If either party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

14.13 Submission. This Agreement must be executed by Purchaser, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on _____, 2012, to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of the State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PURCHASER:

Dated: _____

By: _____

Title: _____

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____

By: _____

Peter Goldmark
Commissioner of Public Lands

Affix the Seal of the Commissioner
of Public Lands

Standard Purchase and Sale Agreement
Approved as to Form in December 2002
by James Schwartz
Assistant Attorney General
State of Washington

EXHIBIT A

SQUAXIN ISLAND TRANSFER

Portion of Section 2, T19N, R2W and Portions of Sections 15, 26, 27 & 35, T20N, R2W Mason County, Washington.

Land Description

Government Lot 1 of Section 2, Township 19 North, Range 2 West, Willamette Meridian, Mason County, Washington, Government Lots 4, 5, 6 and 7 of Section 35, Township 20 North, Range 2 West, Willamette Meridian, Mason County, Washington, Government Lot 4 of Section 26, said Township 20 North, Range 2 West, Government Lot 3 and the SE1/4 of the SE1/4 of Section 27, said Township 20 North, Range 2 West, and Government Lot 4 of Section 15, said Township 20 North, Range 2 West,

All being particularly described as follows;

Parcel A and Parcel B as described by document recorded December 24, 1974 in Reel 123 at frames 1013, 1014 & 1015, under Auditor's File No. 285833, Records of Mason County, Washington, being a portion of Section 2, T19N, R2W, and portions of Sections 26, 27 & 35, T20N, R2W, all in Mason County, Washington,

TOGETHER WITH

That portion of Government Lot 4 of said Section 35 as described by document recorded under Auditor's File No. 219019, Mason County Records,

ALSO TOGETHER WITH

Those portions of Government Lots 4 and 5 of said Section 35 as described by document recorded November 20, 1961 in Vol. 209 at page 644, under Auditor's File No. 190913, Mason County Records,

ALSO TOGETHER WITH

Government Lot 4 of Section 15, said Township 20 North, Range 2 West, W.M., as described by document recorded December 29, 1975 in Reel 141 at Frames 762 and 763, under Auditor's File No. 309575, Records of Mason County, Washington.

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
State Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

Dated _____

EXHIBIT B

SQUAXIN ISLAND TRANSFER

AFTER RECORDING RETURN TO:

Department of Natural Resources
Asset and Property Management Division
PO Box 47014
Olympia, WA 98504-7014

**QUITCLAIM DEED
Mason County**

Grantor: State of Washington, acting by and through the Department of Natural Resources.
Grantee: Squaxin Island Tribe
Abbrev. Legal Desc: Portion of Sec 2, T19N, R2W & Portions of Sections 15, 26, 27 & 35,
T20N, R2W
Tax Parcel #:

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of _____ Dollars (\$____), hereby conveys and quitclaims to the SQUAXIN ISLAND TRIBE, GRANTEE, all interest in the real property situated in Mason County, Washington, and described in Exhibit A, attached hereto, which by this reference is made a part hereof.

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.36.370 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and

fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved: PROVIDED, that the Grantor recognizes the Grantee, the Squaxin Island Tribe, as a sovereign nation, has the right and responsibility to protect tribal properties and tribal members, therefore the Grantor, its agents, attorneys and servants shall notify and consult with the Grantee prior to exercising any right of entry provided by this reservation, and further, in the unlikely event that the Grantor identifies a need to construct physical structures associated with exercising of these rights, the Grantor shall notify and consult with the Grantee prior to such construction and will limit any and all surface disturbance and occupancy to a total area not in excess of ten (10) acres.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the

land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

This Deed is executed and delivered pursuant to RCW 79.02.270 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this _____ day of _____, 20__.

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this _____ day
of _____, 20__.

Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 02-(#)

EXHIBIT A TO QUITCLAIM DEED

Legal Descriptions of Squaxin Island Property

The following describes the State land to be transferred to the Squaxin Island Tribe:

Portion of Section 2, T19N, R2W and Portions of Sections 15, 26, 27 & 35, T20N, R2W in Mason County, Washington.

Government Lot 1 of Section 2, Township 19 North, Range 2 West, Willamette Meridian, Mason County, Washington, Government Lots 4, 5, 6 and 7 of Section 35, Township 20 North, Range 2 West, Willamette Meridian, Mason County, Washington, Government Lot 4 of Section 26, said Township 20 North, Range 2 West, Government Lot 3 and the SE1/4 of the SE1/4 of Section 27, said Township 20 North, Range 2 West, and Government Lot 4 of Section 15, said Township 20 North, Range 2 West,

All being particularly described as follows;

Parcel A and Parcel B as described by document recorded December 24, 1974 in Reel 123 at frames 1013, 1014 & 1015, under Auditor's File No. 285833, Records of Mason County, Washington, being a portion of Section 2, T19N, R2W, and portions of Sections 26, 27 & 35, T20N, R2W, all in Mason County, Washington,

TOGETHER WITH

That portion of Government Lot 4 of said Section 35 as described by document recorded under Auditor's File No. 219019, Mason County Records,

ALSO TOGETHER WITH

Those portions of Government Lots 4 and 5 of said Section 35 as described by document recorded November 20, 1961 in Vol. 209 at page 644, under Auditor's File No. 190913, Mason County Records,

ALSO TOGETHER WITH

Government Lot 4 of Section 15, said Township 20 North, Range 2 West, W.M., as described by document recorded December 29, 1975 in Reel 141 at Frames 762 and 763, under Auditor's File No. 309575, Records of Mason County, Washington.

Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
State Land Survey Unit
Engineering Division
PO Box 47060
Olympia, WA 98504-7060

Dated _____

SQUAXIN ISLAND

LEGEND

- DNR Trust Ownership 
- Tribal Ownership 
- State Parks Ownership 

Mason

Murston

T20R02W

T19R02W

T19R01W

