



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 15- 41

of the

SQUAXIN ISLAND TRIBAL COUNCIL

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

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

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

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

WHEREAS, Squaxin Island is the Tribe's original Reservation that was created by the Treaty of Medicine Creek; and

WHEREAS, the Island has great cultural, historic and other importance to the Tribe, and is considered to be the bond that unites the Squaxin people's past, present and future generations; and

WHEREAS, the Tribe and its members were early on divested of ownership of most of the Squaxin Island Reservation through misguided federal policies; and

WHEREAS, the State of Washington, through the Washington State Parks and Recreation Commission ("Commission"), came to own an approximately 31.4-acre parcel of property on the southeastern end of Squaxin Island ("the Property"); and

WHEREAS, after numerous attempts over decades to negotiate the transfer of these lands, the Tribe and Commission have reached agreement on the terms of a sale of the Property as embodied in Attachment 1: draft form of Purchase and Sale Agreement and Governor's Deed; and

WHEREAS, the Commission will soon meet to affirm that the Property is not advantageous for park purposes, and to authorize the sale of Property to the Tribe; and

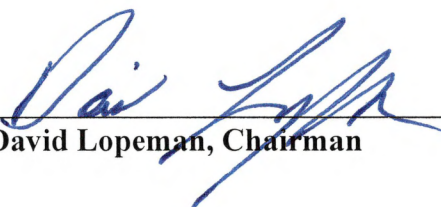
NOW THEREFORE BE IT RESOLVED, the Tribal Council authorizes the purchase and sale of the Property from the State of Washington, acting by and through the Commission, on the terms and conditions expressed in the draft form of documents in Attachment 1, contingent on approval by the Commission; and

BE IT FURTHER RESOLVED, the Tribal Council hereby authorizes Tribal staff to make any non-substantive changes to signature documents prior to their execution as they shall determine in order to effectuate the transactions; and

BE IT FURTHER RESOLVED, the Tribal Council hereby authorizes Don Whitener, Administrator of the Squaxin Island Tribe, to do any and all acts necessary on behalf of the Tribe (1) to acquire the Property, by executing the signature versions of the documents in Attachment 1 and any and all documents contemplated therein, and to make material and nonmaterial changes thereto; (2) to close the transactions; (3) to designate, as necessary and as he deems appropriate, the State land tax classification for the Property, to execute the documents necessary to perfect that classification, and (4) to seek fee to trust and/or Reservation status for the Property.

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 25th day of June, 2015, 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: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman

State of Washington, Parks and Recreation Commission

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

THIS AGREEMENT is made as of the _____ day of _____, 2015, by and between the STATE OF WASHINGTON, acting by and through the Washington State Parks and Recreation Commission (hereinafter referred to as "State") and the SQUAXIN ISLAND TRIBE (hereinafter referred to as "Purchaser").

Acting under those authorities granted to State in chapter 79A.05 and 39.33.010 RCW, and in consideration of the mutual covenants set forth in this Agreement, the mutual receipt and sufficiency of which are acknowledged, and subject to all terms of this Agreement, State agrees to convey and quitclaim to Purchaser and Purchaser agrees to purchase from State the real estate located in Mason County, State of Washington, all subject to the terms and conditions of this Agreement, together with the following:

1. PROPERTY.

State shall convey and quitclaim to Purchaser, and Purchaser shall purchase and accept from State, all of State's right, title and interest in that certain real property begin Mason County Parcel Number 22035-40-60010, Washington within Section 35, Township 20 North, Range 2 West, the legal description of which is set forth on Exhibit A and shown on Exhibit B attached hereto and incorporated by this reference herein, 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 "Property".

2. PURCHASE PRICE.

2.1 Amount. The purchase price ("Purchase Price") to be paid for the Property shall be a sum equal to Forty Five Thousand Ninety U.S. Dollars and Forty U.S. Cents (\$45,090.40).

3. CLOSING.

3.1 Closing Date. "Closing Date" or "Date of Closing" as those terms are used herein, shall mean the date upon which all documents are recorded and monies paid to complete the purchase contemplated herein. The Date of Closing shall be as soon as practicable to facilitate an orderly closing but no later than August 31, 2015, unless otherwise agreed in writing by the parties.

3.2 Escrow. This Transaction shall be closed in escrow at Chicago Title Insurance Company, 719 Sleater-Kinney Road SE #108, Lacey, WA 98503, (360) 456-7878 ("Escrow Company") which shall be arranged by State within ten (10) days of execution of this Agreement. The parties shall deposit the necessary documents and funds in escrow sufficiently in advance of the Closing Date to facilitate an orderly closing. Purchaser shall pay all escrow fees associated with closing this transaction.

3.3 Closing and Closing Costs. Prior to or at Closing the parties shall do the following:

State:

- (a) Issue a duly executed Governor's (Quitclaim) Deed conveying title to the Property within a reasonable time after confirmation of receipt of the Purchase Price by Escrow Company;
- (b) Sign a Real Estate Excise Tax Affidavit; and
- (c) Provide any other documents necessary to consummate this agreement.

Purchaser:

- (a) Pay the Purchase Price into Escrow 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 pro-rations to the extent required under this Agreement and determinable;
- (e) Pay the cost of recording the deed and the county processing fee for filing the Real Estate Excise Tax Affidavit.

3.4 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 9) with respect to the operation of the Property levied against the Property shall be prorated between Purchaser and State as of the Closing Date.

4. CONVEYANCE, TITLE INSURANCE AND POSSESSION.

4.1 Form of Deed. State shall convey title to the Property to Purchaser by Governor's (Quitclaim) Deed executed by the Governor of the State of Washington.

4.2 Title Insurance. State will not furnish a policy of title insurance at Closing. If Purchaser desires to obtain a title insurance policy, Purchaser shall be responsible for the cost of such title insurance policy, any additional endorsements, co-insurance policies and reinsurance certificates issued at Purchaser's request.

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

5. RIGHT AND OBLIGATIONS AFTER ACCEPTANCE.

5.1 Inspection. After the date of this Agreement, State shall permit Purchaser and/or its designated agents to enter upon the Property at all reasonable times for the purpose of conducting environmental assessments and investigating the Property and the physical condition thereof, including, without limitation, soil and water conditions, and the condition of improvements, if any, upon the Property. Inspections by Purchaser, if any, shall not be construed as estopping actions upon any warranty made herein.

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.

5.3 Subsequent Acts. Between the date of this Agreement and the Closing Date, State shall maintain the Property and keep the Property in condition at least as good as on the date of this Agreement. State shall not remove any timber, harvestable crop, improvements, minerals, sand, gravel, or other item from Property after the date of this Agreement without prior, written approval by Purchaser.

6. DESTRUCTION OR CONDEMNATION.

State shall bear the risk of loss of land, improvements and timber 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 is more than ten percent (10%) of the Purchase Price.

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, and no employee or agent of State is authorized otherwise. The foregoing disclaimer specifically applies to 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. Purchaser represents and warrants that it understands that State is selling the Property “as is, where is” and will rely on its own inspection of the Property. Purchaser further represents and warrants that it assumes all risk of obtaining its own permits and authorization for its intended use of the Property.

7.2 Release/Indemnity. Purchaser hereby fully releases State from any and all liability to Purchaser 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 any other known or suspected defects, refuse or other non-permanent improvements. 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 prior to, at or after Closing.

8. ASSESSMENTS

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

9. STATE CONTINGENCY

State’s obligations are contingent upon the performance prior to or at Closing of all other acts and payments required of Purchaser under this Agreement.

This sale of State property will require and is contingent on the unanimous approval of sale by the Washington State Parks and Recreation Commission.

10. SURVIVAL

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

11. MISCELLANEOUS.

- 11.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and all prior and contemporaneous negotiations, understandings and agreements, whether oral or written, are merged in these documents and the rights and obligations of the parties shall be as set forth herein.
- 11.2 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 prior written consent and acceptance by State, which shall be at State's sole and absolute discretion.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.
- 11.8 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.
- 11.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction.

11.10 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:

Squaxin Island Tribe
3711 S.E. Old Olympic Hwy
Shelton, WA 98584

To State:

Washington State Parks and Recreation Commission
P.O. Box 42650
1111 Israel Road SW
Olympia, WA 98504-2650

The foregoing addresses may be changed by written notice.

- 11.11 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. In the event of default, neither party shall be liable for consequential damages.
- 11.12 Attorneys' Fees and Costs. Each party will be responsible for their own attorney fees and court costs in the event of a dispute arising out of this Agreement.
- 11.13 Acceptance. Purchaser must execute this Agreement, and an original delivered to State, at the address set forth in this Agreement, by 5:00 p.m. on July 6, 2015.
- 11.14 Advice of Counsel. Purchaser acknowledges that it has had an opportunity to seek independent legal advice regarding the transaction.
- 11.15 Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

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.

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

PURCHASER:

SQUAXIN ISLAND TRIBE

Dated: _____ By: _____

Title: _____

STATE:

STATE OF WASHINGTON
PARKS & RECREATION COMMISSION

Dated: _____ By: _____

Title: _____

*Standard Purchase and Sale Agreement
Approved as to Form on December 29, 2000
By Robert J. Fallis, Assistant Attorney General,
State of Washington*

EXHIBIT A
Legal Description

P-1

Beginning at a point on the north line of Government Lot 4, Section 35, Township 20 North, Range 2 West, W.M., 298.25 feet west of the easterly terminus of said line; thence south 200.00 feet; thence west 970.00 feet; thence north 200.00 feet; thence east 970.00 feet to the point of beginning, except that portion below high tide line, all in accordance with Government Survey dated 1874;

Together with all of Government Lot 5, Section 35, Township 20 North, Range 2 West, W.M., except the north 720.00 feet and except the west 350.00 feet and except that portion described as follows: Beginning at the easterly terminus of the line common to Government Lots 4 and 5, Section 35, Township 20 North, Range 2 West, W.M.; thence west 282.41 feet to a point; thence N 51° 02' 38" W to the shore line; thence following the shore line northerly, easterly and southerly to the point of beginning; all in Government Lot 5, Section 35, Township, 20 North, Range 2 West, W.M., all in accordance with Government Survey dated 1874.

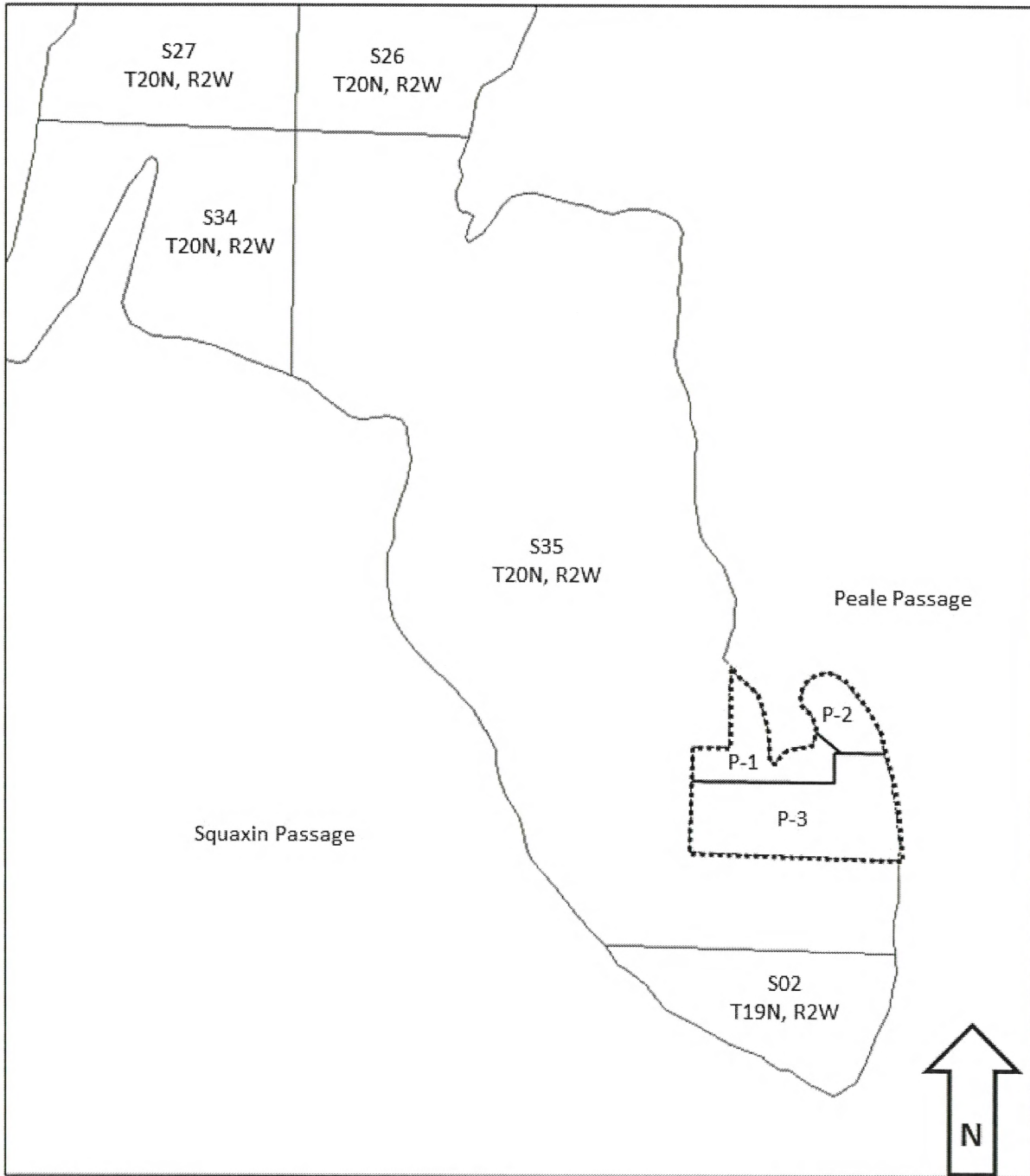
P-2

Beginning at the easterly terminus of the line common to Government Lots 4 and 5, Section 35, Township 20 North, Range 2 West, W.M.; thence west 282.41 feet to a point; thence N 51° 02' 38" W to the shore line; thence following the shore line northerly, easterly and southerly to the point of beginning, all in the Government Lot 5, Section 35, Township 20 North, Range 2 West, W.M., all in accordance with Government Survey dated 1874.

P-3

Beginning at the easterly terminus of the line common to Government Lots 4 and 5, Section 35, Township 20 North, Range 2 West, W.M.; thence west 298.25 feet to a point; thence south 200.00 feet; thence west 970.00 feet; thence south 500.00 feet; thence east approximately 1,300.00 feet, more or less, to the shore line; thence following the shore line northerly to the point of beginning; all in accordance with Government Survey dated 1874.

EXHIBIT B
Map



Section, Township, Range
Property Boundary

AFTER RECORDING RETURN TO:

Washington State Parks and Recreation Commission
Attn: Real Estate Program
PO Box 42650
Olympia, WA 98504-2650

GOVERNOR'S DEED

Grantor: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION

Grantee: SQUAXIN ISLAND TRIBE

Abbreviated

Legal Desc: Ptn of GL 4 & 5, S35, T20N, R2W (Squaxin Island)

Tax Parcel #: 22035-40-60010

WHEREAS, the State of Washington, acting by and through the Washington State Parks and Recreation Commission, at the Commission's July 23, 2015 meeting in Poulsbo, Washington, authorized the direct sale of Squaxin Island State Park Property, located in Mason County, to the Squaxin Island Tribe; and

WHEREAS, the Squaxin Island Tribe, acting by and through the (e.g., City/County/Tribal Council/Commission), by Resolution #(insert grantee resolution #), dated (insert approval date of grantee resolution), authorized the purchase of Squaxin Island State Park Property from the State of Washington, acting by and through the Washington State Parks and Recreation Commission;

NOW THEREFORE, the STATE OF WASHINGTON, acting by and through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as Grantor, for and in consideration of Ten Dollars (\$10.00) and other consideration, pursuant to the provisions of RCW 39.33.010, hereby transfers, conveys and quitclaims unto the SQUAXIN ISLAND TRIBE, as Grantee, all of its right, title, and interest in and to all of Squaxin Island State Park Property,

more particularly described in the attached Exhibit A and shown in the attached Exhibit B (“Property”).

SUBJECT TO the following terms and conditions:

I

The property conveyed herein is subject to any and all encumbrances, if any.

Dated this _____ day of _____, 20__.

STATE OF WASHINGTON

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form only this _____ of _____, 2015.

ROB MCKENNA
Attorney General

By _____
JIM SCHWARTZ
Assistant Attorney General

Approved as to form this _____ day
of _____, 2015.

Accepted by the Squaxin Island Tribe
this _____ of _____, 2015.

By _____
Print Name _____
Title _____

By _____
Print Name _____
Title _____

EXHIBIT A
Legal Description of Property

P-1

Beginning at a point on the north line of Government Lot 4, Section 35, Township 20 North, Range 2 West, W.M., 298.25 feet west of the easterly terminus of said line; thence south 200.00 feet; thence west 970.00 feet; thence north 200.00 feet; thence east 970.00 feet to the point of beginning, except that portion below high tide line, all in accordance with Government Survey dated 1874;

Together with all of Government Lot 5, Section 35, Township 20 North, Range 2 West, W.M., except the north 720.00 feet and except the west 350.00 feet and except that portion described as follows: Beginning at the easterly terminus of the line common to Government Lots 4 and 5, Section 35, Township 20 North, Range 2 West, W.M.; thence west 282.41 feet to a point; thence N 51° 02' 38" W to the shore line; thence following the shore line northerly, easterly and southerly to the point of beginning; all in Government Lot 5, Section 35, Township, 20 North, Range 2 West, W.M., all in accordance with Government Survey dated 1874.

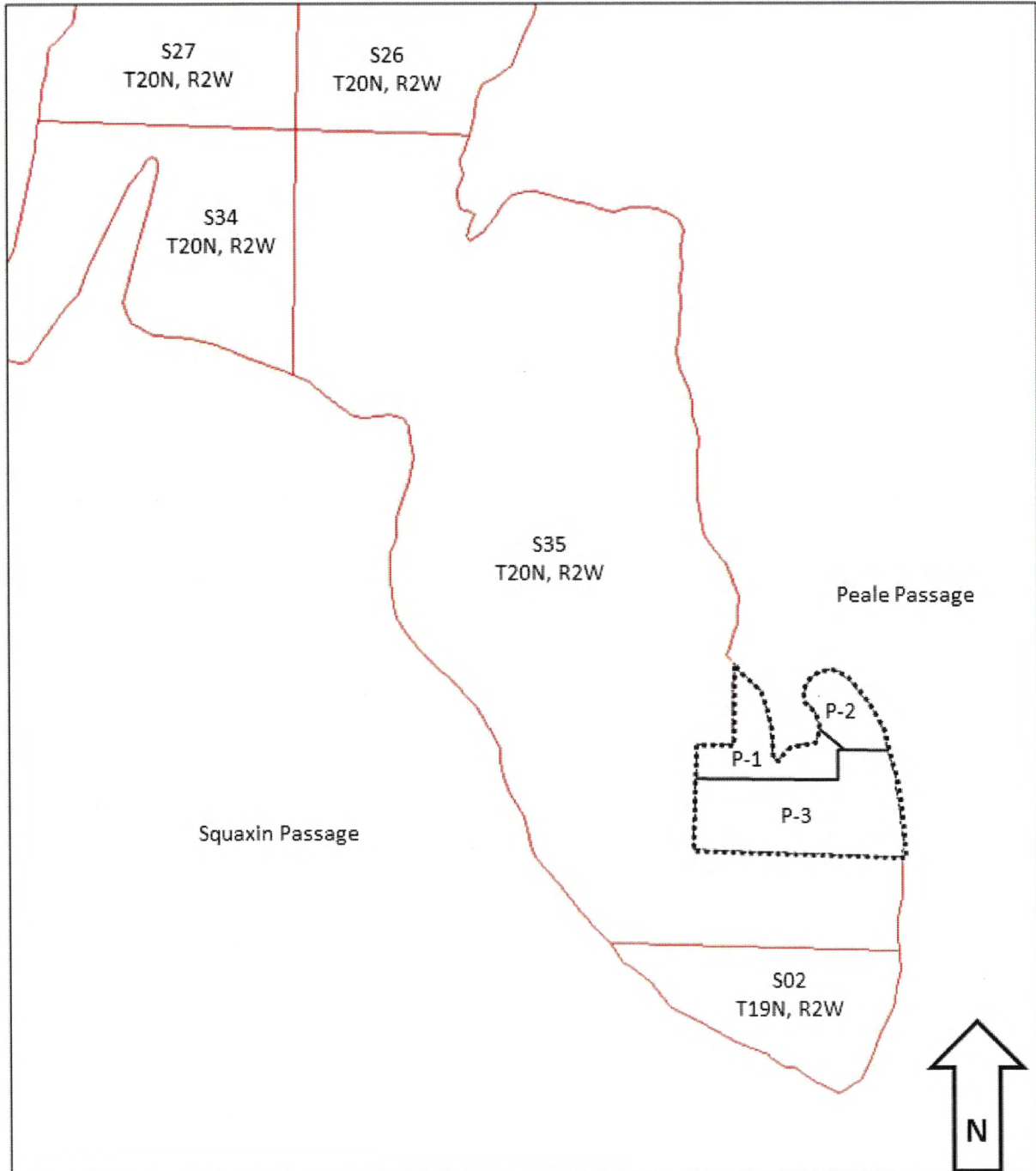
P-2



Beginning at the easterly terminus of the line common to Government Lots 4 and 5, Section 35, Township 20 North, Range 2 West, W.M.; thence west 282.41 feet to a point; thence N 51° 02' 38" W to the shore line; thence following the shore line northerly, easterly and southerly to the point of beginning, all in the Government Lot 5, Section 35, Township 20 North, Range 2 West, W.M., all in accordance with Government Survey dated 1874.

P-3

Beginning at the easterly terminus of the line common to Government Lots 4 and 5, Section 35, Township 20 North, Range 2 West, W.M.; thence west 298.25 feet to a point; thence south 200.00 feet; thence west 970.00 feet; thence south 500.00 feet; thence east approximately 1,300.00 feet, more or less, to the shore line; thence following the shore line northerly to the point of beginning; all in accordance with Government Survey dated 1874.

EXHIBIT B
Map of Property



 Section, Township, Range
 Property Boundary