



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 19-35

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;

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;

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

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill its 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;

WHEREAS, the Squaxin Island Tribal Council wishes to expand hunting and gathering opportunities for its members;

WHEREAS, it is the best interests of the Tribe to enter into an agreement with Green Diamond Resource Company with respect to the Kennedy Creek area;

WHEREAS, it is necessary for the Tribe to provide Green Diamond Resource Company with a limited waiver of its inherent sovereign immunity to the extent necessary to make the terms and conditions of the agreement;


NOW THEREFORE BE IT RESOLVED, that the Tribe is authorized to enter into the 2019 Kennedy Creek Timberlands Agreement with Green Diamond Resource Company;

BE IT FURTHER RESOLVED, that the Tribe provides Green Diamond Resource Company with this limited waiver of its inherent sovereign immunity as prescribed in the agreement: The Squaxin Island Tribe hereby grants a limited waiver of sovereign immunity to Green Diamond for the purposes of the enforcement of the terms of this Agreement. This waiver is limited to Green Diamond only and is not

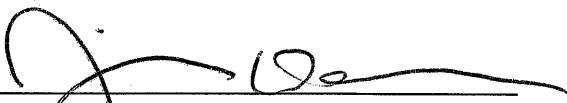
assignable, transferrable, or in any way applicable to any third-party. To the extent that damages are available to Green Diamond under the terms of this Agreement, compensation under this limited sovereign immunity waiver is limited to the coverage limits of insurance policies required for the Tribe in section 12 of this Agreement.

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 11 day of July, 2019 at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



Arnold Cooper, Chairman

Attested by: 

Jeremie Walls, Secretary



Charlene Krise, Vice Chairman

April 26, 2019

GREEN DIAMOND RESOURCE COMPANY

WASHINGTON TIMBERLANDS LAND USE AGREEMENT

This LAND USE AGREEMENT ("Agreement") is made by and between GREEN DIAMOND RESOURCE COMPANY, a Washington corporation (hereinafter "Green Diamond") and the SQUAXIN ISLAND TRIBE, a federally recognized Indian tribe (the "Tribe").

1. GRANT OF PERMISSION AND AGREEMENT AREA

In consideration of Tribe's promises contained in this Agreement, Green Diamond hereby grants to the Tribe and any of its members, when authorized by the Tribe, permission to enter and use, subject to the terms and conditions hereof, Green Diamond property located in Mason and Thurston Counties, Washington, including any authorized access routes to and from such property, as more specifically shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Agreement Area"). The Tribe and its authorized members shall be acquainted with and confine their land use activities authorized under this Agreement (the "Activities" as defined below) within the Agreement Area boundaries. Should the Tribe's members engage in any of the Activities on Green Diamond property outside the Agreement Area and without separate authorization, it is a breach of this Agreement and grounds for termination of the Agreement.

2. AUTHORIZED USES AND ACTIVITIES

The Agreement Area and any existing improvements in the Agreement Area may be used by the Tribe solely for motorized access on existing roads, as well as walk-in access on existing roads and trails, and for hunting, game management, fishing, limited non-commercial firewood collection as specifically described in Exhibit C, and gathering of forest plant resources other than: (a) live trees, (b) commercially harvestable logs or wood products or (c) any forest products or resources offered for sale by the Tribe or its members (the "Activities"). The Tribe's hunting and game management Activities shall be consistent with and covered by that certain Hunting Co-Management Agreement, dated September 16, 2015 between the Tribe and the Washington Department of Fish and Wildlife ("WDFW"), as amended, extended or superseded by any future Co-Management Agreement with WDFW (the "Co-Management Agreement"). The Tribe shall notify Green Diamond immediately if the Co-Management Agreement is terminated at any time during the term of this Agreement.

3. FEE FOR USE OF AGREEMENT AREA

As consideration for the privileges of use granted in this Agreement, the Tribe agrees to pay Green Diamond: \$12,660.00 per Agreement year (the "Fee").

4. AGREEMENT TERM

The term of this Agreement shall commence on the "Effective Date," which is the date when the Agreement is fully executed by the Tribe and Green Diamond in accordance with the requirements in Section 13 below, and it shall expire on the first anniversary of the Effective Date unless the Agreement is renewed or earlier terminated in accordance with the terms hereof. Subject to all conditions for early termination granted or retained herein, this Agreement will be automatically extended on the first anniversary of the Effective Date (the "Renewal Date") for one additional year (a "Renewal Term"), provided that (i) the Tribe has paid the required Fee for the Renewal Term, and (ii) either party may provide the other party with written notice of termination at least thirty (30) days prior to the Renewal Date. Either party shall have the right to terminate the Agreement at any time. Such termination shall be in writing, delivered to the addresses listed herein, and shall be effective five (5) days from the date of delivery. If proper notice of termination is faxed to the numbers listed herein, it shall be effective five (5) days from the date of the fax. If the Agreement is terminated prior to the expiration of the Term or Renewal Term, Green Diamond shall refund the Tribe a pro-rata portion of the Fee paid for the applicable term, less a non-refundable portion of the fee in the amount of \$1,000. This Agreement shall terminate automatically upon termination of the Co-Management Agreement. Upon termination or expiration of this Agreement, the Tribe shall remove all of its locks from Green Diamond gates.

5. RESERVATION OF RIGHTS

A. Nothing in this Agreement shall be used as evidence or construed to represent any position upon the part of either party with respect to the existence or validity of any tribal treaty rights and privileges or the scope of such rights and privileges. Nothing in this Agreement shall be construed to recognize, abrogate, confirm, amend, limit, extend, modify, waive, or otherwise affect any rights, privileges, or immunities held by the Tribe or its members, including but not limited to hunting and gathering rights and privileges, under federal treaties, statutory, or common law, or any other source of applicable law.

B. This Agreement and Tribe's privileges hereunder are granted solely for the benefit of the Tribe and the Tribe's authorized members and shall not be assigned, in whole or in part, without the express written consent of Green Diamond, which may grant or deny such consent within its sole discretion.

C. This Agreement shall not in any way alter Green Diamond's title to or legal rights and obligations relating to the ownership of the real property subject to this Agreement. The Tribe will never assail or resist Green Diamond's title or claim any interest or estate whatever in the Agreement Area by virtue of this Agreement or the exercise of privileges given hereunder.

D. By acceptance of this Agreement, the Tribe acknowledges that the Agreement Area and Green Diamond's property surrounding the Agreement Area are commercial timberland, and Green Diamond manages its property for timber production including, but not limited to, harvesting, slash burning, and herbicide application. The Tribe shall exercise its privileges under this Agreement in a manner that avoids interference with Green Diamond's use of its own property as commercial timberland or with the exercise by other persons of privileges of use that Green Diamond may give them in the Agreement Area. The Tribe further agrees that, while the agreement is in effect, the Tribe will not object to any lawfully conducted timber harvesting or other timber management

activities within the Agreement Area carried out by Green Diamond or its agents, permittees, lessees, contractors, successors, or assigns.

E. The privileges granted herein to the Tribe are given expressly subject to existing encumbrances, the rights of third parties, regulatory requirements, and other matters of record affecting the privileges in any manner whatsoever. Green Diamond does not warrant that it has authority to authorize the Activities on behalf of any third party or government and the Tribe shall secure all other authorizations, privileges or rights required for the lawful conduct of the Activities. Green Diamond does not warrant title to the Agreement Area and shall not be liable for defects thereto or failure thereof.

F. Green Diamond makes no representation as to the present or future conditions of the Agreement Area and its fitness for the Activities under this Agreement. The Tribe accepts this Agreement subject to all danger or injury to persons and damages or destruction to property while the Tribe or its authorized members are on or about the Agreement Area. In this regard, the Tribe assumes all risk of injury or death to individuals who are on the Agreement Area pursuant to this Agreement and all risk of damage to property upon or in proximity to the Agreement Area with Tribe's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in the Agreement Area.

G. Green Diamond reserves the right to enter and inspect the Agreement Area at any time.

6. GENERAL CONDITIONS FOR USE OF THE AGREEMENT AREA

A. The Tribe and its authorized members shall not engage in unlawful conduct or commit any nuisance on the Agreement Area. The Tribe shall comply with all laws, regulations and Agreements of any municipal, state, or federal authority that are applicable to the Tribe's activities. The Tribe's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory Agreements held by Green Diamond and applicable to the Agreement Area, including, without limitation, incidental take permits held by Green Diamond. Green Diamond reserves the right to require the Tribe to take affirmative steps to review and comply with Agreements noticed by Green Diamond and to promptly comply when Green Diamond requests specific action to conform the Activities with the requirements of a permit noticed to the Tribe.

B. The Tribe shall keep the Agreement Area free from any liens or encumbrances arising out of any work performed for the Tribe, materials furnished by the Tribe, or obligations incurred by the Tribe.

C. The Tribe shall comply with all applicable federal, state, and local safety and health laws, regulations and standards. The Tribe is responsible for safety and health conditions in connection with the Activities and has primary and ultimate responsibility for instructing and supervising any employees, members, or guests on safety conditions and practices. The Tribe shall immediately notify Green Diamond and others at the Agreement Area whenever the Tribe becomes aware of a hazard that the Tribe cannot remove or correct immediately.

D. The Tribe shall promptly report to Green Diamond any violations of any laws, regulations, or permits arising from the Tribe's use of the Agreement Area.

E. The Tribe shall take reasonable care to prevent wildfires from igniting on or spreading from the Agreement Area as a result of the Activities. The Tribe shall immediately notify Green Diamond and appropriate government agencies if the Tribe becomes aware of wildfire in the Agreement Area. The Tribe shall comply with all fire prevention and suppression measures that Green Diamond may specify from time to time relating to the Tribe's use of the Agreement Area. The Tribe shall reimburse Green Diamond for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by the Tribe's Activities.

F. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Green Diamond's operations, Green Diamond shall notify the Tribe's representative and the Tribe shall immediately suspend the Activities or take steps to remedy the situation as Green Diamond may direct.

G. The Tribe shall not unnecessarily damage trees or other vegetation while conducting the Activities, and shall not cut trees.

H. Unless otherwise authorized herein, the Activities shall be confined to daylight hours.

I. The Tribe shall obey all posted traffic and speed regulations on Green Diamond's roads.

J. The Tribe shall provide each of its members authorized to engage in Activities under this Agreement with a written pass, permit, or other identification that provides proof of an individual's tribal membership and authority to engage in Activities under this Agreement (a "Written Authorization") and require such persons to carry such Written Authorization when present in the Agreement Area. The Tribe shall provide Green Diamond with an example of the Written Authorization that Green Diamond may rely on to confirm that persons engaged in Activities within the Agreement Area are doing so pursuant to this Agreement. Upon request of Green Diamond, the Tribe will confirm whether a person using the Agreement Area is an authorized member of the Tribe.

K. For each authorized access point for the Agreement Area, Green Diamond will provide a gate with a lock box and space for the Tribe's lock allowing the Tribe to provide its own system for limited and secured access to the Agreement Area. The Tribe shall provide its own locks and keys or combinations that the Tribe's members may use for access to the Agreement Area. The lock series and system used by the Tribe must be approved by Green Diamond security.

L. Vehicle use by the Tribe and its members is limited to currently maintained roadways. No off-road travel is permitted. All vehicles must be state licensed and street legal. Vehicle operators must have a valid Washington State driver's license and provide proof of liability insurance. The Tribe shall provide each of its authorized employees or members with an identifying placard or decal that is placed on the driver's side dashboard of vehicles operating in the Agreement Area. The intent of this requirement is to assist Green Diamond security and other law enforcement personnel to identify vehicles that are operating/or parked legally in the Agreement Area. An example of the form of decal or placard shall be provided to Green Diamond security personnel for approval. All vehicles will be operated with headlights on and in a safe manner at all times in the Agreement Area. Authorized vehicle operators will yield to all Green Diamond vehicles conducting forest operations in the Agreement Area. During periods of extreme dry weather, vehicles operated in the Agreement Area will carry 5 gallons of water and fire tools. Loaded firearms are not permitted in

motor vehicles. Tribal members are not permitted to shoot from a motor vehicle in the Agreement Area. Vehicles may not be operated or parked in a manner that impedes access to gates and/or roads.

7. ENFORCEMENT PROTOCOL FOR USE OF THE AGREEMENT AREA.

The Agreement Area will be routinely patrolled by the Squaxin Island Police Department (SIPD). Squaxin Island Police will provide the primary law enforcement presence in the Agreement Area to ensure that: (a) members of the Tribe comply with applicable federal, state, and tribal law and the terms of this Agreement and (b) other persons encountered in the Agreement Area are authorized to be present and comply with applicable federal and state law. Green Diamond security personnel will provide additional support upon request or as they deem appropriate. Non-tribal violators contacted in the Agreement Area may be asked to leave, detained, or ticketed consistent with the limits of SIPD authority. Both parties will provide information on violations to each other. Washington Department of Fish and Wildlife Officers and Mason County Sheriff Deputies will provide additional support as needed. Access to the Agreement Area for state law enforcement agencies will not be restricted in any way. The Tribe will place signs at all access points to the Agreement Area outlining the restrictions and access protocol for tribal members and non-tribal members using the Agreement Area.

The Tribe will be required to bear all costs of signage and maintain required signage. The signs will be developed in cooperation with and approved by Green Diamond security personnel. Green Diamond will provide the Tribe with a list of Tribal members who are considered unwelcome on Green Diamond property ("Non Gratis") due to past abuse of the privilege, and the list may be updated from time to time. Tribal members currently in Non-Gratis status with Green Diamond will not be authorized by the Tribe to use the Agreement Area. Tribal members found to violate conditions of this Agreement will be barred from entering the Agreement Area and other Green Diamond lands. The Tribe will not restrict the access of persons with a right of access to any inholdings within the Agreement Area. The Tribe will not restrict the access or use of Green Diamond employees or contractors conducting official company business in the Agreement Area. State law enforcement personnel and Green Diamond security personnel may stop Tribal members in the Agreement Area and verify their tribal membership.

8. INDEMNITY

A. The Tribe shall indemnify, defend, and hold harmless Green Diamond and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with the occupation or use of the Agreement Area by the Tribe or anyone else entering the Agreement Area at the Tribe's direction or invitation, or the failure on the part of the Tribe to perform fully its promises contained herein. This indemnity obligation shall not apply to any liability caused by the active negligence or willful misconduct of Green Diamond.

B. In any and all claims against Green Diamond by any employee or member of the Tribe, any contractor of the Tribe, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them maybe liable, the Tribe's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for the Tribe or any contractor under any industrial insurance act, workers' compensation act, disability

benefit act, or other employee benefit act, and the Tribe hereby expressly waives any immunity it may have under such acts to the extent necessary or authorized under the law to assure the validity and enforceability by Green Diamond of the Tribe's aforesaid indemnification obligation.

9. INSURANCE

The Tribe, at its expense, shall procure and maintain insurance with companies satisfactory to Green Diamond covering the Tribe and the Tribe's members and all guests participating in any Activities against risks and with minimum limits as indicated on the certificates, and endorsements attached as Exhibit B. The Tribe's Commercial General Liability and Commercial Auto insurance coverage shall include an endorsement naming Green Diamond Resource Company as an additional insured on a primary basis during the term. The Tribe hereby waives any subrogation claim against Green Diamond by its insurers under the policies specified in Exhibit B, for damages arising from any peril insured against under such policies. Throughout the term of this Agreement, the Tribe shall furnish Green Diamond with a current and effective certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Green Diamond and containing a representation that coverage of the types specified in Exhibit B is provided with the required limits.

10. NOTICE

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed given and received when personally delivered or three (3) days after deposit in the United States Mail, postage prepaid, Certified or Registered Mail, Return Receipt requested, addressed to Tribe or Green Diamond, as the case may be, to the following address:

If to Tribe:
Squaxin Island Tribe Natural Resources
Attn: Joseph Peters
200 SE Billy Frank Jr. Way
Shelton, WA 98584
Ph: 360-432-3813

If to GDRCo:
Green Diamond Resource Company
Attn: Eric Schallon
215 North Third Street
Shelton, WA 98584
Ph: 360-463-7071

11. INTERPRETATION

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law principles of such state.

B. A party's waiver of any right hereunder or of any other party's breach or failure to perform shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other party, whether of a similar nature or otherwise.

C. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were

not contained herein.

D. Terms and conditions of this Agreement which, by their sense and context, survive the termination, cancellation, or expiration of this Agreement, including, but not limited to, Tribe's obligations under Sections 8, 9 and 12, shall so survive.

E. This Agreement constitutes the entire agreement of the parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties, and the amended Agreement remains subject to the enforcement provisions of this Agreement.

F. This Agreement shall bind and inure to the benefit of the successors, personal representatives, and assignees of the respective parties.

G. Each of the parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction. No provision of this Agreement shall be construed against one party as the drafter of the Agreement for that provision.

12. ENFORCEMENT

A. Limited Waiver of Sovereign Immunity. The Squaxin Island Tribe hereby grants a limited waiver of sovereign immunity to Green Diamond for the purposes of the enforcement of the terms of this Agreement. This waiver is limited to Green Diamond only and is not assignable, transferrable, or in any way applicable to any third-party. To the extent that damages are available to Green Diamond under the terms of this Agreement, compensation under this limited sovereign immunity waiver is limited to the coverage limits of insurance policies required for the Tribe in section 9 of this Agreement.

B. Green Diamond and the Tribe agree and consent to the jurisdiction of the Washington State Superior Court for Mason County and Washington State appellate courts for the enforcement of this Agreement. The Tribe expressly waives any claim or requirement that either party must enforce this Agreement in the courts of the Squaxin Island Tribe or first exhaust use of such courts as a condition for enforcement of this Agreement.

C. If an action is instituted to enforce any of the terms, covenants, conditions or agreements contained in this Agreement or if an action is commenced because of any breach hereof, then the prevailing party in such action shall be entitled to all of its costs and reasonable attorneys' fees as fixed by the trial and appellate courts in said action.

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

E. The Tribe and Green Diamond intend that no third party shall be a beneficiary of this Agreement with a right to enforce any of its terms.

13. EXECUTION

A. The Tribe's execution of this Agreement and limited waiver of sovereign immunity shall be approved by resolution of the Tribe prior to the execution of this Agreement. This Agreement shall not be binding upon either Party until authorized and approved by resolution of the Tribe's governing council and execution by each Party. Contingent on such authorization and approval, evidence of which shall be provided to Green Diamond by the Tribe, this Agreement shall be effective on the last date of execution by the undersigned parties.

B. Each of the undersigned represents that they have sufficient authority to execute this binding Agreement on behalf of the party they represent.

C. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as below subscribed.

THE TERMS OF THIS AGREEMENT ARE HEREBY ACCEPTED.

SQUAXIN ISLAND TRIBE

GREEN DIAMOND RESOURCE COMPANY

By: _____

By: _____

Print Name: _____

Print Name: Blayde Fry

Title: _____

Title: Vice President & GM NWT Division

Date: _____

Date: _____

EXHIBIT A - PERMISSION AREA MAP

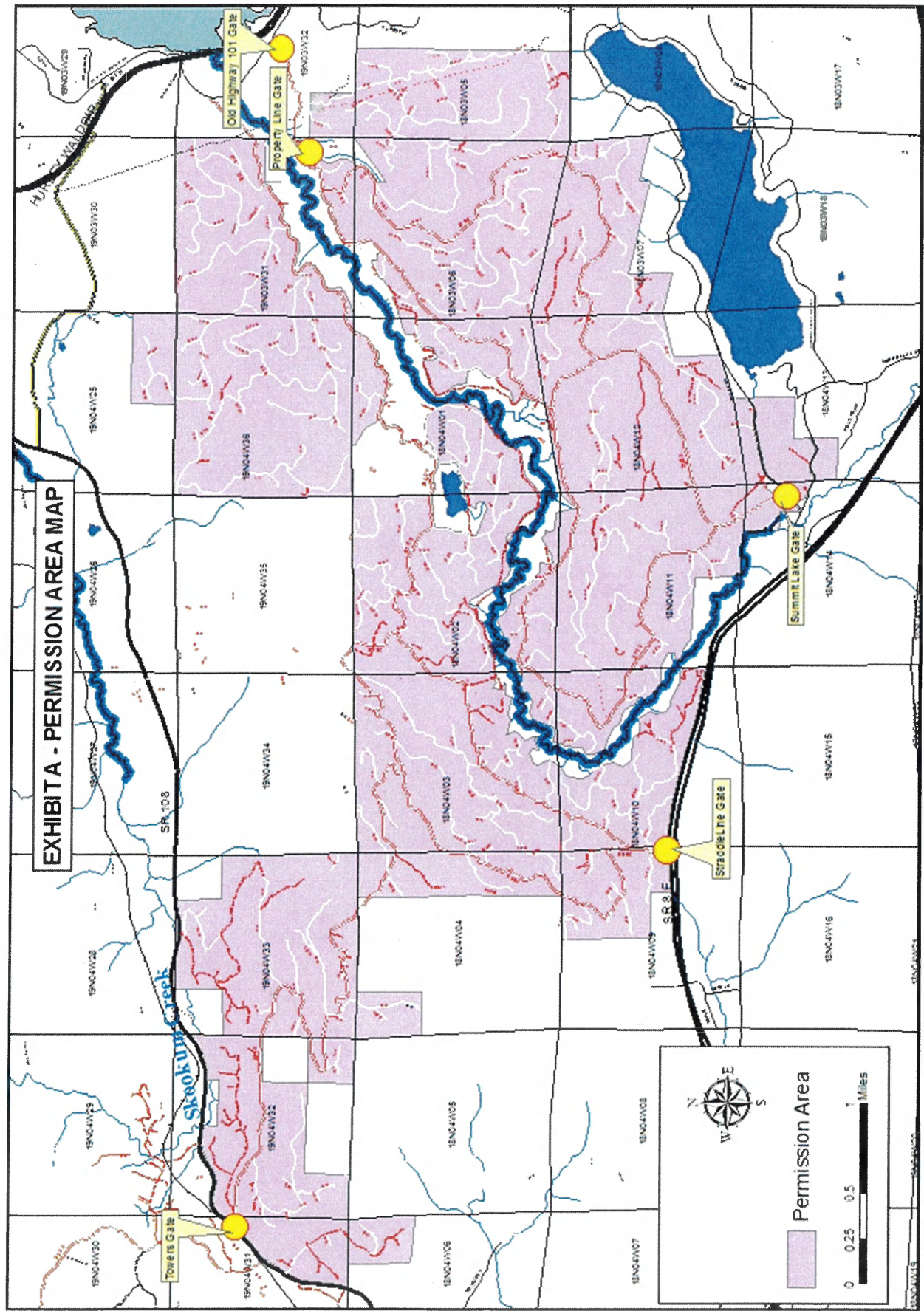


EXHIBIT B
INSURANCE ENDORSEMENTS & CERTIFICATES
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Squaxin Island Tribe to Provide required Insurance documents

EXHIBIT C

NONCOMMERCIAL FIREWOOD GATHERING PROVISIONS

Non-commercial fire wood collection may be allowed within the Agreement Area under specific conditions. GDRCo's Federal Habitat Conservation Plan requires specific amounts of woody debris be left after timber harvest. These retention requirements complicate the removal of downed wood for firewood purposes. Only units that have been inspected by trained GDRCo personnel and found to have sufficient woody retention will be approved and designated for firewood removal. If approved harvest units are available and designated in the field for firewood collection the following conditions will apply:

1. As specified in Section 6. j. of the Agreement, the Tribe shall provide each of its members authorized to engage in Activities under this Agreement with a written pass, permit, or other identification that provides proof of an individual's tribal membership and authority to engage in Activities under this Agreement (a "Written Authorization") and require such persons to carry such Written Authorization when present in the Agreement Area.
2. All firewood collected shall be strictly non-commercial for personal use. Personal use includes the practice of collecting firewood for tribal elders or other tribal members unable to collect firewood for themselves. No firewood sales of any kind.
3. A limit of 5 cords per person.
4. No standing trees of any species shall be injured, damaged, or cut for firewood.
5. No firewood collection that causes damage to re-planted areas.
6. All vehicles must remain on the bearing surface of existing roads.
7. No blocking of roads.
8. No fire wood collection during high or extreme fire danger.
9. No trees shall be cut, pulled, or removed from riparian areas
10. No removal of any other forest products