



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 19- 36

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 Port Blakely with respect to the Port Blakely timberlands in the Shelton and Packwood areas of Western Washington;

**WHEREAS**, it is necessary for the Tribe to provide Port Blakely 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 License Agreement with Port Blakely;


**BE IT FURTHER RESOLVED**, that the Tribe provides Port Blakely with this limited waiver of its inherent sovereign immunity as prescribed in the agreement:

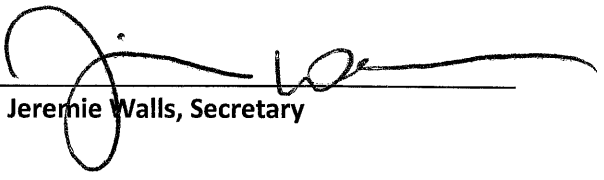
The Squaxin Island Tribe hereby grants a limited waiver of sovereign immunity to Owner for the purposes of the enforcement of the terms of this Agreement. This waiver is limited to Owner only and

is not assignable, transferrable, or in any way applicable to any third-party. To the extent that damages are available to Owner 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.

**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

## LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made by and between PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP) (hereinafter "Owner") and the SQUAXIN ISLAND TRIBE, a federally recognized Native American tribe (hereinafter the "Tribe").

### 1. GRANT OF PERMISSION AND AGREEMENT AREA

In consideration of Tribe's promises contained in this Agreement, Owner hereby grants to the Tribe and any of its members, when authorized by the Tribe, a license and permission to enter and use, subject to the terms and conditions hereof, Owner property located in Mason, Lewis, Thurston and Grays Harbor 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 Owner 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 non-motorized access (including by horseback and electric bicycle) on existing roads and trails, and for hunting and gathering of forest plant resources other than: (a) live trees, (b) commercially harvestable logs or forest products, (c) firewood, or (d) 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 25, 2015, as amended (the "Co-Management Agreement") between the Tribe and the Washington Department of Fish and Wildlife ("WDFW"). The Tribe shall notify Owner immediately if the Co-Management Agreement is terminated at any time during the term of this Agreement.

### 3. NO FEE FOR USE OF AGREEMENT AREA

As consideration for the privileges of use granted in this Agreement, the Tribe agrees to comply with the requirements described in this Agreement. Owner will not charge a fee for the use of the Agreement Area as described in this Agreement.

### 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 Owner 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 complied with the requirements described in this Agreement, 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. This Agreement shall terminate automatically upon termination of the Co-Management Agreement.

## **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 Owner, which may grant or deny such consent within its sole discretion.

C. This Agreement shall not in any way alter Owner'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 Owner'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 Owner's property surrounding the Agreement Area are commercial timberland, and Owner 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 Owner's use of its own property as commercial timberland or with the exercise by other persons of privileges of use that Owner 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 Owner 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. Owner 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. Owner does not warrant title to the Agreement Area and shall not be liable for defects thereto or failure thereof.

F. Owner 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. Owner 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 and its authorized members 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 Owner and applicable to the Agreement Area, including, without limitation, incidental take permits held by Owner. Owner reserves the right to require the Tribe to take affirmative steps to review and comply with Agreements noticed by Owner and to promptly comply when Owner 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 and tribal members on safety conditions and practices. The Tribe shall immediately notify Owner 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 Owner 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 Owner 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 Owner may specify from time to time relating to the Tribe's use of the Agreement Area. The Tribe shall reimburse Owner for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires caused by the Tribe's Activities.

F. No campfires or other open flames are allowed in the Agreement Area. In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Owner's operations, Owner shall notify the Tribe's representative and the Tribe shall immediately suspend the Activities or take steps to remedy the situation as Owner may direct.

G. The Tribe shall not 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 Owner'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 Owner with an example of the Written Authorization that Owner may rely on to confirm that persons engaged in Activities within the Agreement Area are doing so pursuant to this Agreement. Upon request of Owner, the Tribe will confirm whether a person using the Agreement Area is an authorized member of the Tribe.

K. No motorized access is permitted except with the written permission of the Owner.

L. All vehicles used by the Tribe and its members to provide access to the Agreement Area must be parked outside of the Agreement Area, in a manner that does not impede access to or over gates and/or roads.

M. The Tribe and its members are permitted to hunt and gather in the Agreement Area during the Tribal hunting seasons described in the then-applicable hunting regulations implemented by the Tribe; provided, however, that hunting pursuant to this Agreement is not permitted during the Washington State bow hunting season. For the

calendar year 2019, the Washington State bow hunting season is September 1 through September 27 and November 27 through December 15.

Use of the Agreement Area is not exclusive to the Tribe and is open to the public. Non-tribal members of the public may enter the Agreement Area to pursue recreational activities including, but not limited to; hunting, fishing, gathering, hiking, etc.

N. The Tribe shall insure that safety is paramount at all times and require that all tribal members wear exterior fluorescent hunter orange clothing at all times when using the Agreement Area. Fluorescent hunter orange clothing shall be worn above the waist and visible from all sides. Clothing may include a hat, but a hat by itself will not satisfy the member's clothing requirement.

7. The Tribe acknowledges that use of the Agreement Area is subject to the immunity from liability afforded to a landowner pursuant to RCW 4.24.210, which provides that landowners in lawful possession and control of lands who allow members of the public to use those lands for purposes of outdoor recreation (including hunting) shall not be liable for unintentional injuries to such users. For the uses granted under this Agreement, the Tribe and its members are considered members of the general public.

## **8. INDEMNITY**

A. The Tribe shall indemnify, defend, and hold harmless Owner 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 Owner.

B. In any and all claims against Owner 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 may be 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 Owner of the Tribe's aforesaid indemnification obligation.

## **9. INSURANCE**

The Tribe, at its expense, shall procure and maintain insurance with companies satisfactory to Owner covering the Tribe and the Tribe's members 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,

including Hunt Club Member Liability and Commercial Auto insurance coverage shall include an endorsement naming Owner as an additional insured on a primary basis during the term. The Tribe hereby waives any subrogation claim against Owner 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 Owner 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 Owner and containing a representation that coverage of the types specified in Exhibit B is provided with the required limits. Tribal members who are driving on Owner's property shall procure and maintain automobile liability insurance in the minimum amounts set forth on Exhibit B

## 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 Owner, as the case may be, to the following address:

If to Tribe:  
Squaxin Island Tribe  
Legal Department  
Attention: Dave Babcock  
3711 SE Old Olympic Highway  
Shelton, WA 98584  
Fax: (360) 432-3699

If to Owner:  
Port Blakely US Forestry  
Attention: Mike Warjone  
Vice President US Forestry Operations  
8133 River Drive SE  
Tumwater, WA 98501  
Fax: (360) 570-0311

With Copy to:  
Contracts Department  
8133 River Drive SE  
Tumwater, WA 98501  
Fax: (360) 570-0311

## 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 Owner for the purposes of the enforcement of the terms of this Agreement. This waiver is limited to Owner only and is not assignable, transferrable, or in any way applicable to any third-party. To the extent that damages are available to Owner 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. Owner and the Tribe agree and consent to the jurisdiction of the Washington State Superior Court for King 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 Owner 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 Owner 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 Owner 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.

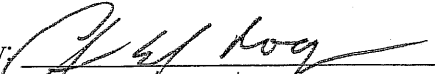
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed as below subscribed.

THE TERMS OF THIS AGREEMENT ARE HEREBY ACCEPTED.

SQUAXIN ISLAND TRIBE

OWNER:  
PORT BLAKELY TREE FARMS  
(LIMITED PARTNERSHIP)

By The Port Blakely Company, its General  
Partner

By:   
Print Name: Arnold Cooper  
Title: Chairman  
Date: 7/17/19


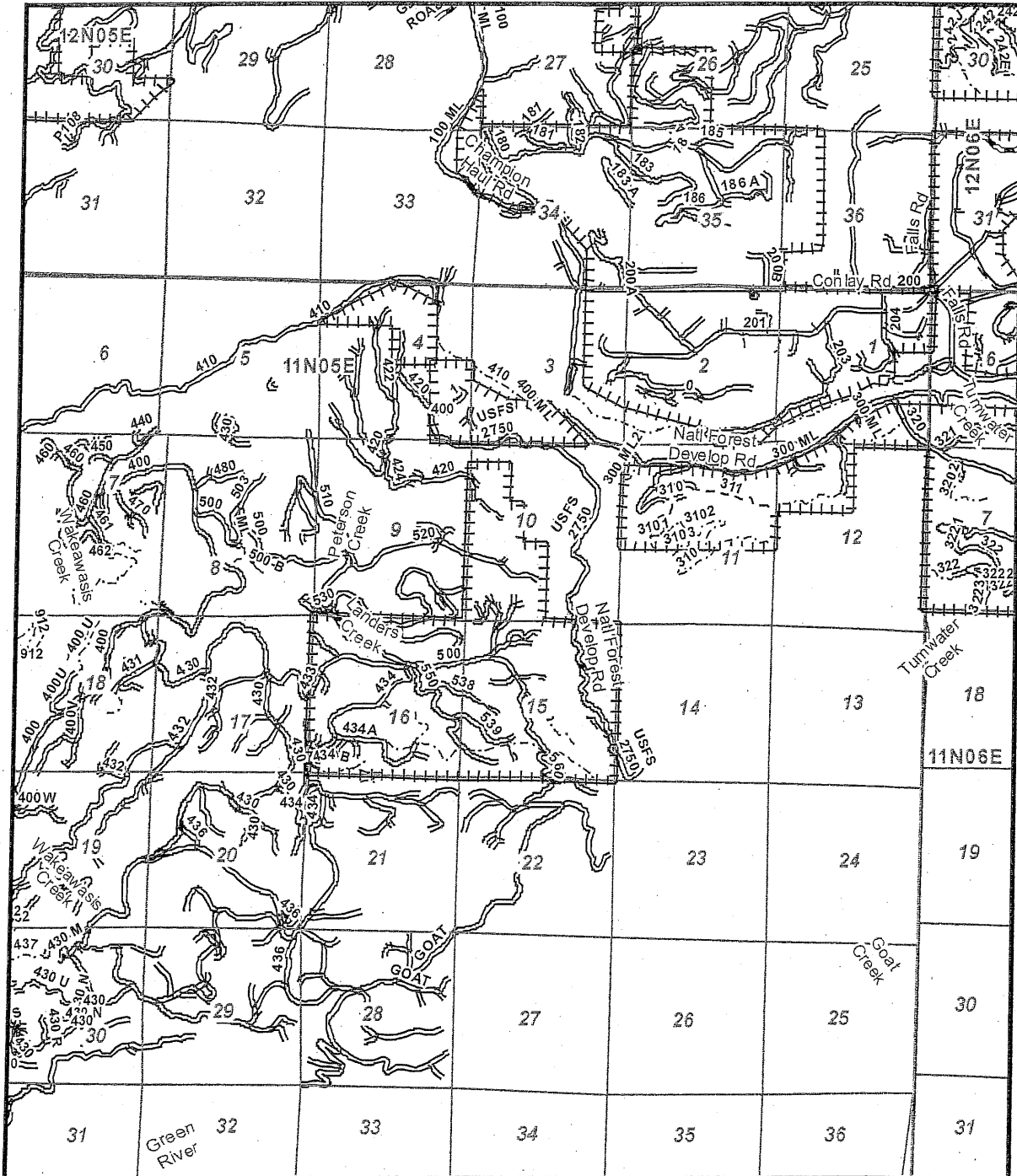
By:   
Print Name: ~~C. Court Stanley~~ Michael Wajone  
Title: ~~President, US Forestry~~ UP US FORESTRY  
Date: 7/24/19

EXHIBIT A  
AGREEMENT AREA

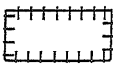
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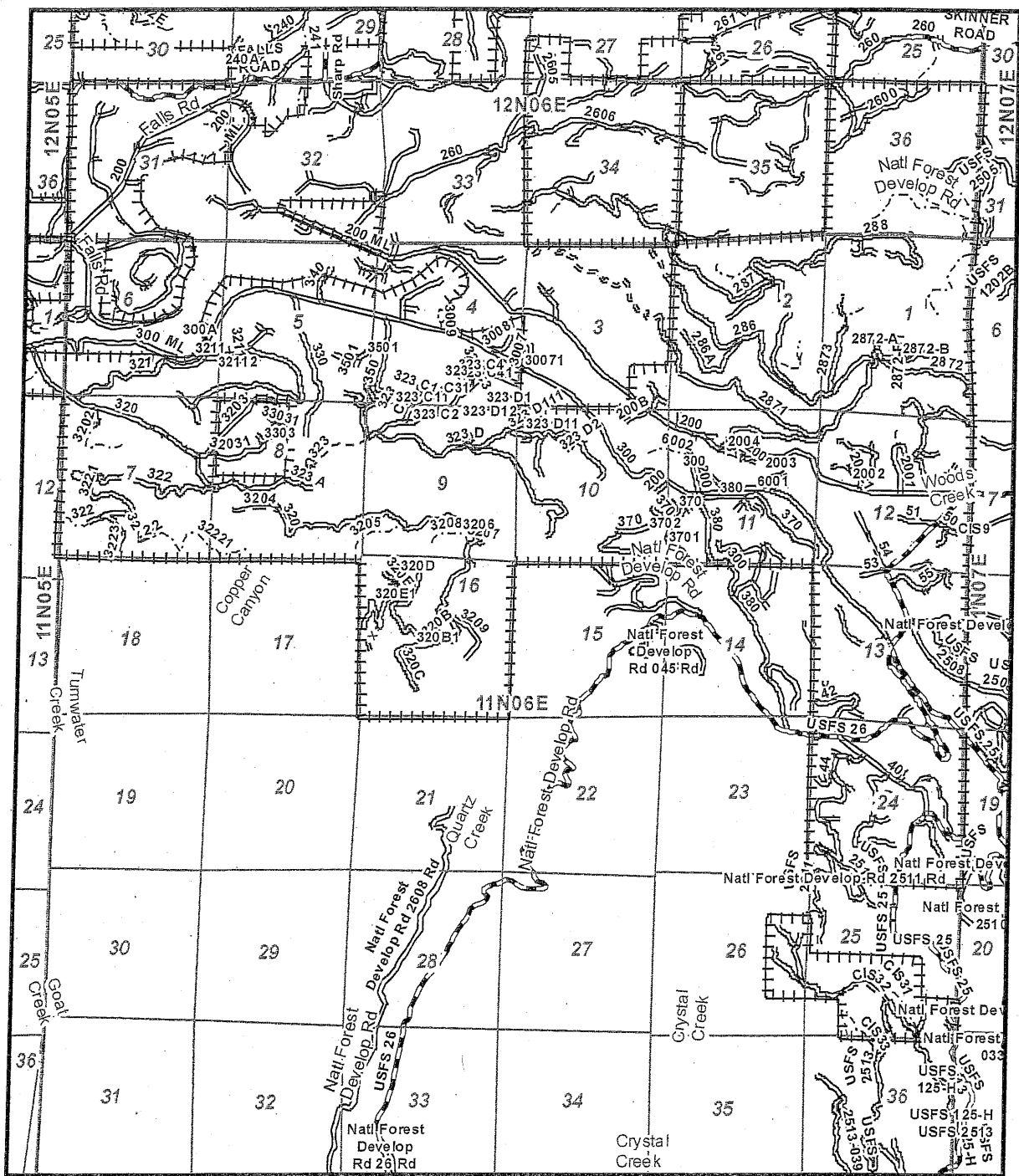
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Date: 7/11/2019

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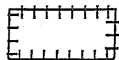
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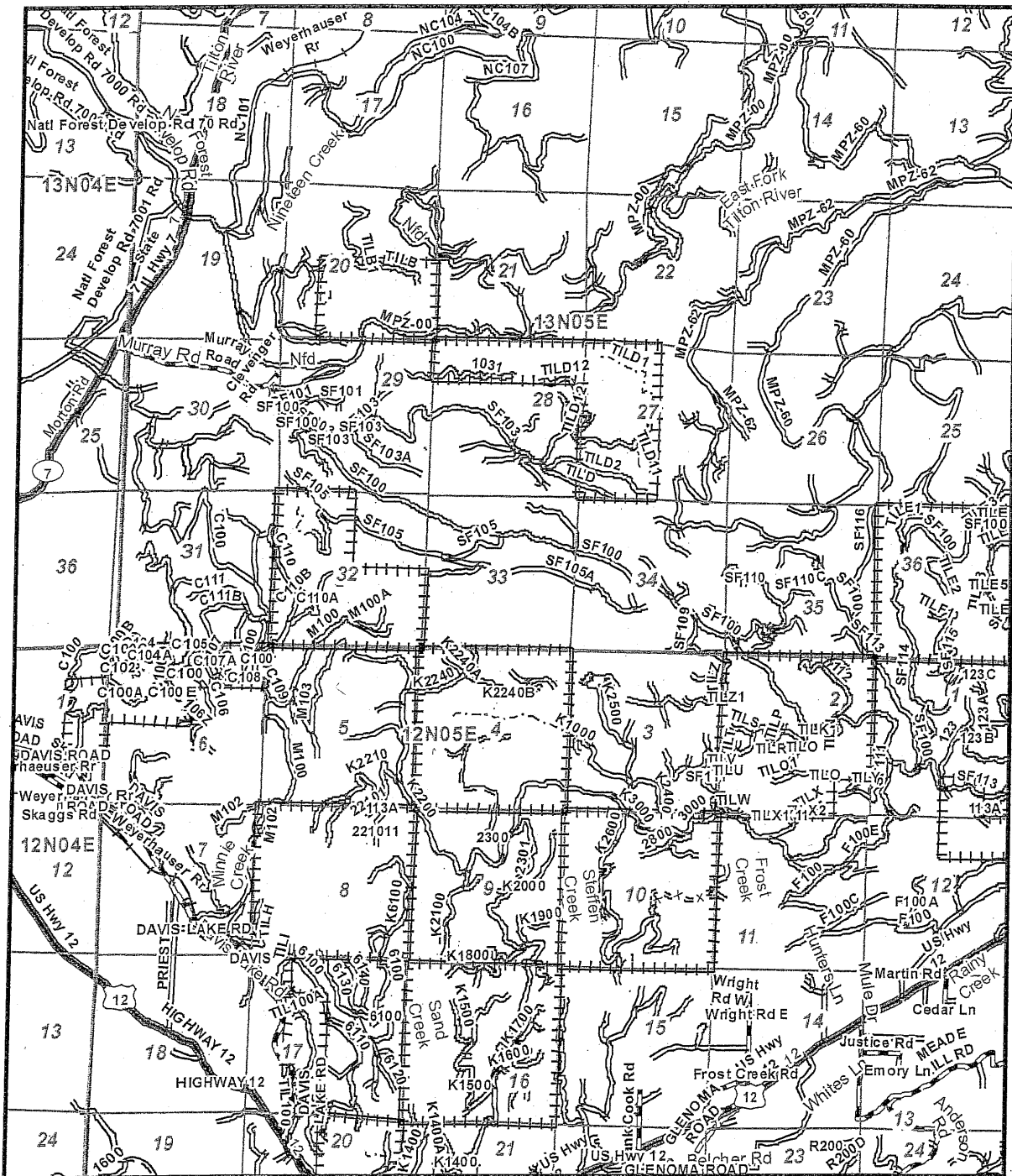
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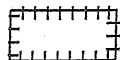
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Date: 7/11/2019

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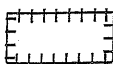
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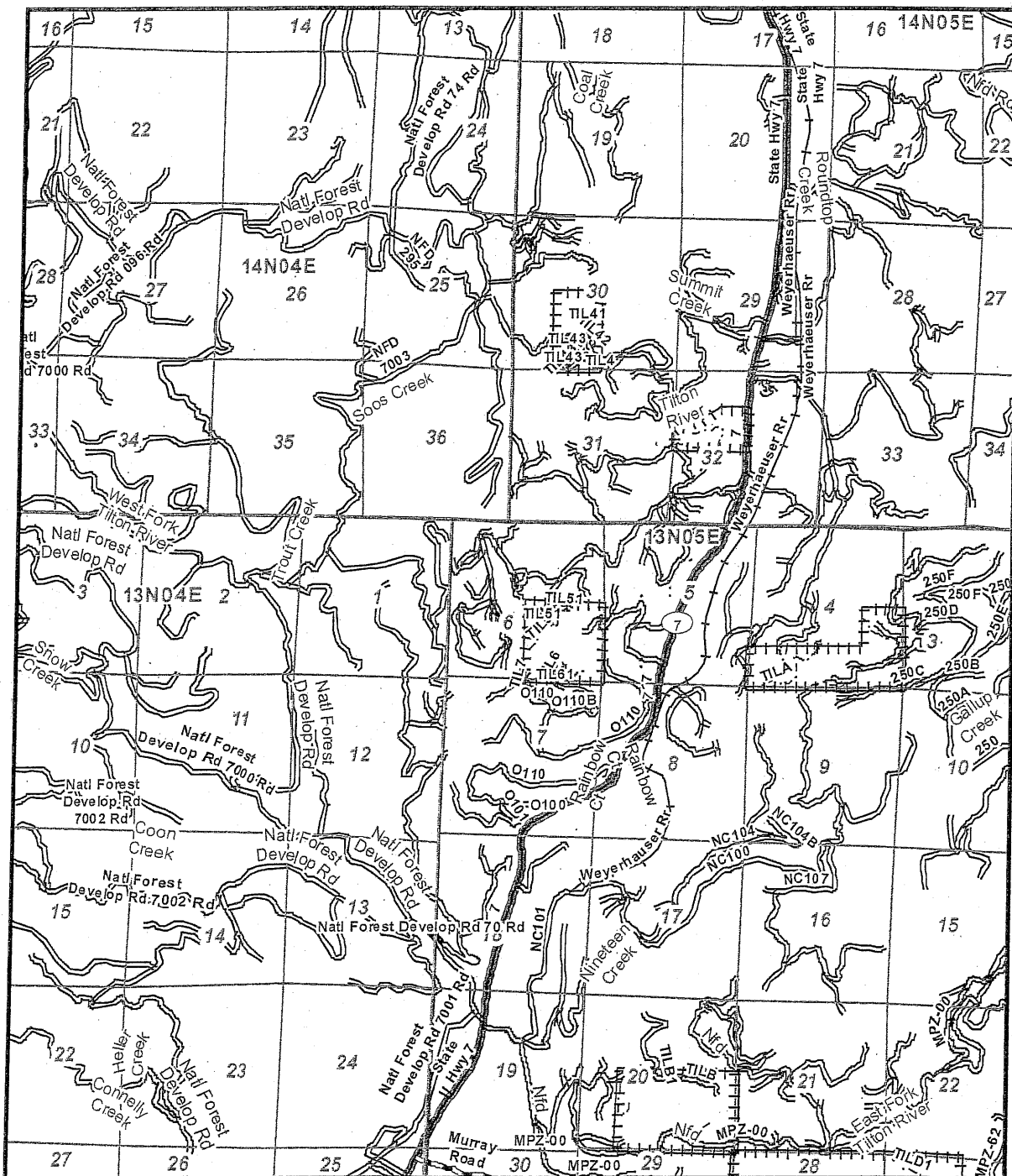
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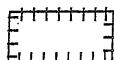
### Exhibit A



User Name: MWarjone

Date: 7/11/2019

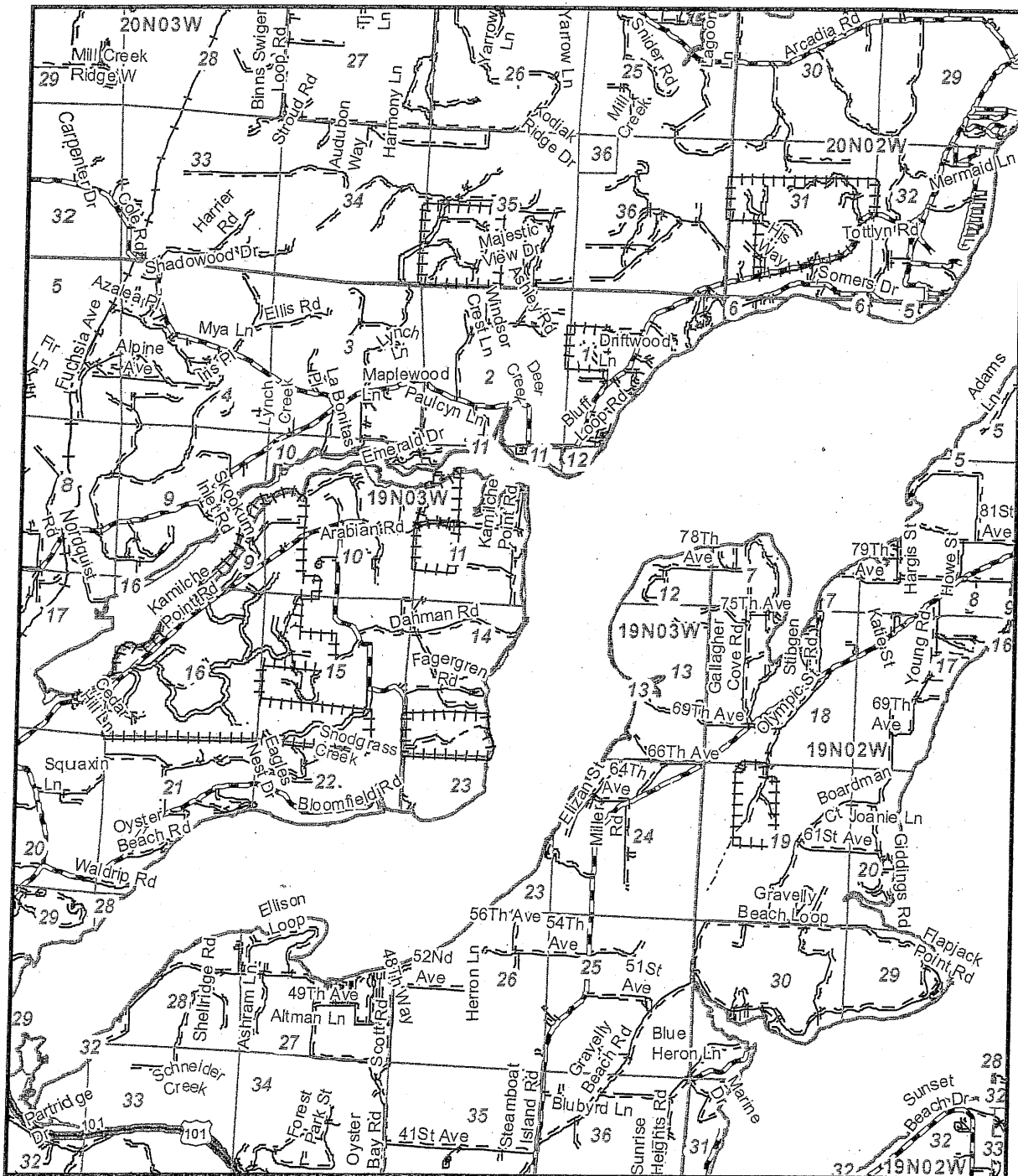
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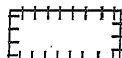
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User Name: MWarjone

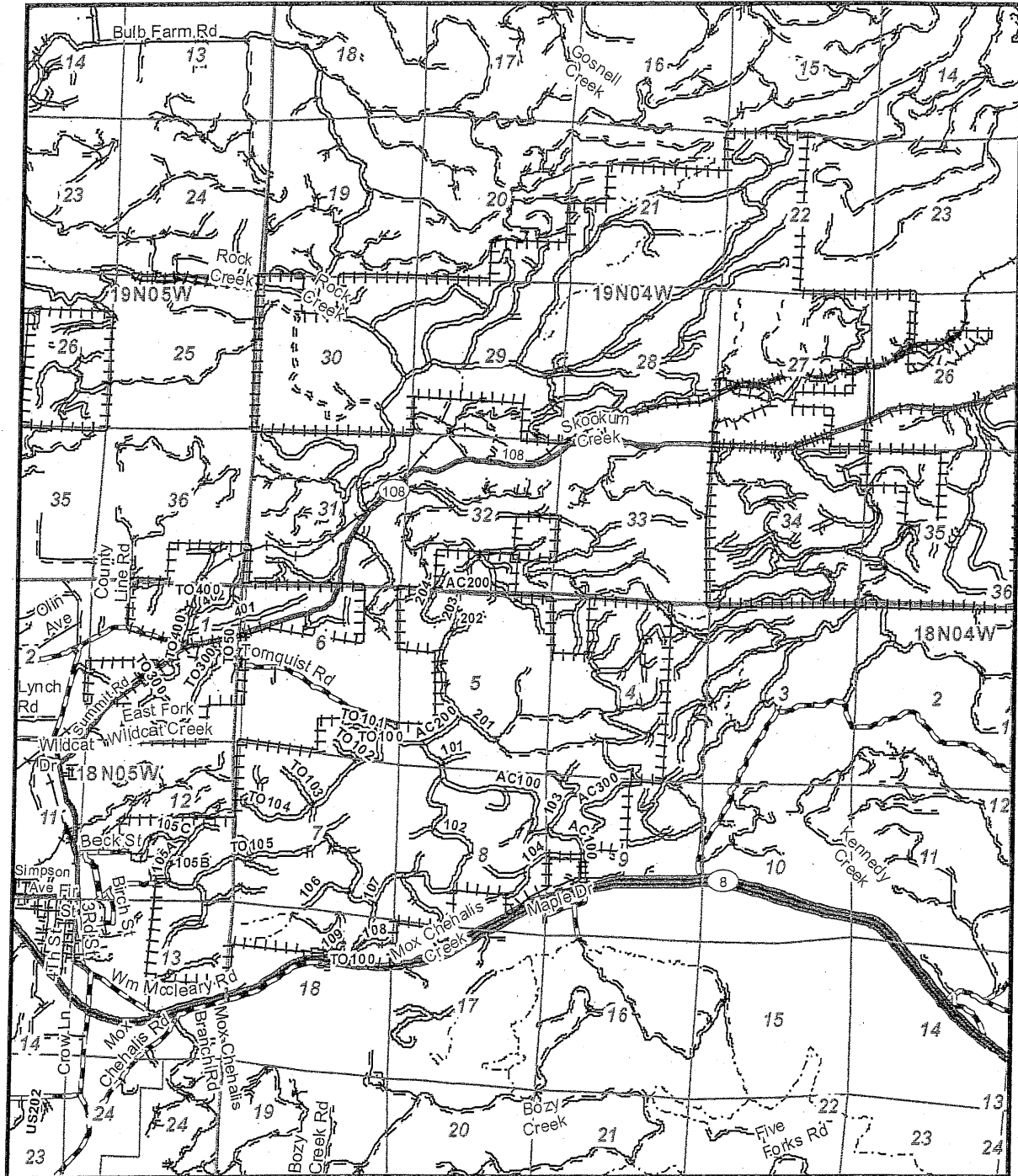
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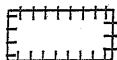
# Exhibit A



User Name: MWarjone

Date: 7/11/2019

## Legend



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EXHIBIT B  
Insurance Endorsements and Certificates

The Tribe shall carry and maintain in full force at all times during the term of this Agreement, at the Tribe's sole expense, the following insurance coverage in forms and with insurers satisfactory to Port Blakely, insuring against all liability for loss or damage for injury to persons or property for all activities allowed under this Agreement.

• **Commercial General Liability:**

The Tribe shall maintain Commercial General Liability (CGL) with a limit of not less than the amounts indicated below. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from:

- Damage to premises,
- Bodily injury,
- Activities authorized under this Agreement
- Liability assumed under this Agreement, and
- Personal injury and advertising injury.

The Policy shall not contain any exclusions for damage to property or injury to persons as a result of wild fire or forest fire.

• **Hunt Club Liability Insurance**

In addition to the CGL insurance, the Tribe shall also carry and maintain Hunt Club Liability (HCL) insurance, with a limit of not less than the amounts indicated below, covering liability arising from:

- Activities of all Tribal Members entering the property;
- Damage to premises;
- Bodily injury; and
- Liability assumed under this Agreement

The Tribe shall not allow any member of the public to participate in activities authorized under this Agreement that are not covered within the definition of "Member" under the HCL Policy.

The HCL Policy shall not contain any exclusion for damage to property or injury to persons as a result of wildfire or forest fire.

Both the CGL and HCL insurance shall be carried on an occurrence basis and apply as primary and non-contributing insurance with respect to any other insurance or self-insurance programs maintained by Port Blakely.

• **Automobile Liability**

Each Tribal Member entering the Property shall maintain Automobile Liability insurance with a limit of not less than the amounts indicated below for personal use passenger vehicles and pick-up trucks only.

- **Commercial Business Automobile Liability**

The Tribe shall maintain commercial business automobile liability with a limit of not less than the amounts indicated below. Business auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage, including coverage for owned, non-owned and hired automobiles, trucks, trailers and any other mobile equipment >16,000 gvw, including pollution to the Property caused by use of such vehicles and equipment. If reasonably required by Port Blakely, the policy shall be endorsed to provide contractual liability coverage.

- **Minimum insurance limits required herein:**

Commercial General Liability

Bodily Injury, Property Damage Combined Single Limit  
 \$5,000,000 Each Occurrence  
 \$10,000,000 General Aggregate

Ongoing Operations \$5,000,000 Each Occurrence  
 Personal and Advertising Injury \$5,000,000 Each Occurrence

Completed Operations Liability \$5,000,000 Each Occurrence  
 \$10,000,000 Aggregate

Hunt Club Liability Insurance

Bodily Injury, Property Damage Combined Single Limit  
 \$2,000,000 Each Occurrence  
 \$3,000,000 General Aggregate

Member Automobile Liability –

Bodily Injury/Death \$25,000 Each Person  
 Bodily Injury/Death \$50,000 Each Accident  
 Property Damage \$10,000 Each Accident

Commercial Business Automobile Liability for owned, non-owned, and hired  
 \$1,000,000 Each Accident

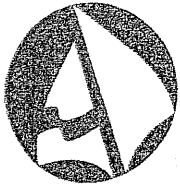
The Tribe hereby releases Port Blakely from and waives all claims and rights against Port Blakely and its agents, partners, affiliates, officers, representatives, directors and employees for recovery of damages to the extent such damages are covered, or would have been covered, by any of the required insurances described above, including any first party property damage insurance, or automobile physical damage insurance, and including the deductible and/or uninsured portion thereof.

Port Blakely shall be named as an additional insured under all Liability policies required herein using ISO Additional Insured Endorsement CG 20 36 or a substitute providing equivalent coverage, including ongoing operations, and personal/advertising injury; Endorsement 20 37 04 13 or a substitute providing equivalent coverage as follows:

PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), its General  
Partner, The Port Blakely Company, and its affiliates and subsidiaries  
8133 River Drive S.E.  
Tumwater, WA 98501

The Tribe shall furnish to Port Blakely, prior to entry of any Tribal Member onto the Property for the activities authorized under this Agreement, a certificate of insurance and additional insured endorsement, executed by a duly authorized representative of each insurer, evidencing the required coverage. New certificates of insurance shall be provided to Port Blakely at least 30 days prior to the expiration date of the then-current certificates of insurance.

By requiring the above insurance, Port Blakely does not represent that coverage and limits will necessarily be adequate to protect the Tribe or Tribal Members, and such coverage and limits shall not be deemed as a limitation on the Tribe's liability under the indemnities provided to Port Blakely in this Agreement, or any other provision of the Agreement.



**HUDSON**  
INSURANCE GROUP®

Endorsement No.:	1
This Endorsement attaches to and forms part of Policy No.:	NACL00226-13
In the name of:	Squaxin Island Tribe
Policy Effective Date:	10/1/2018

ENDORSEMENT

This Endorsement attaches to and forms part of Policy No. NACL00226-13

In the name of: Squaxin Island Tribe (See Schedule of Named Assureds)

Effective date of this Endorsement is 12:01 AM, 7/19/2019

In consideration of the premium charged, it is hereby agreed and understood the Land Use Agreement Endorsement is attached and made part of the policy.

All other terms and conditions remain unchanged.



Endorsement No.: 1

This Endorsement attaches to and forms part of Policy No.: NACL00226-13

In the name of: Squaxin Island Tribe

Endorsement Effective date: July 19, 2019

## LAND USE AGREEMENT ENDORSEMENT

It is hereby agreed and understood that General Provisions, Section A. Assured, is amended to include:

"Any of your members, when engaged in the exercise of the hunting and gathering treaty right pursuant to the Washington Timberlands Land Use Agreement between Green Diamond Resource Company or Port Blakely Tree Farms and the Squaxin Island Tribe."

All other terms and conditions remain the same.