



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 95 - 03

OF THE

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws 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 and By-laws 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

WHEREAS, the Council has determined that a boundary line adjustment between Mr. and Mrs. Wayne Clary and the Squaxin Island Tribe will be advantageous for both property owners and Mr. and Mrs. Clary are in full agreement.

WHEREAS, both parties have agreed by way of the attached Bargain and Sale Deeds (Escrow # 68769) to exchange and adjust those boundary lines each to the other.

THEREFORE BE IT RESOLVED, that the Council hereby authorizes David Lopeman to sign such agreement on behalf of the Squaxin Island Tribe.

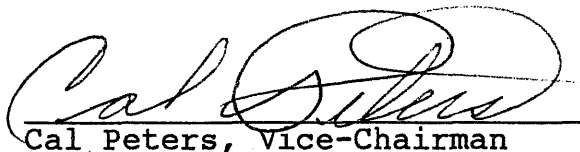
C E R T I F I C A T I O N

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 5th day of January 1995, at which a quorum was present and was passed by a vote of 3 for, and 0 against with 0 abstentions.


David Lopeman, Chairman

Attested by:


David Whitener, Sr., Secretary


Cal Peters, Vice-Chairman

M C T I Mason County Title Insurance Company

After Recording Mail To:

SQUAXIN ISLAND TRIBE
SE 70 Squaxin Lane
Shelton, WA 98584

NCRI FILE NO. 68769

BARGAIN AND SALE DEED

THE GRANTOR WAYNE L. CLARY and LOUISE CLARY, husband and wife
for and in consideration of Boundary Line Adjustment
bargains, sells and convey(s) to SQUAXIN ISLAND TRIBE
the following described real estate, situated in the County of Mason,
State of Washington:

SEE "EXHIBIT A" ATTACHED HERETO; INCORPORATED HEREIN AND MADE A PART
HEREOF

The Grantor for themselves and for their successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implications, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim, by through, or under said grantor(s) and not otherwise, they will forever warrant and defend the said described real estate.

DATED: DECEMBER 22, 1994

WAYNE L. CLARY

LOUISE CLARY

STATE OF WASHINGTON

COUNTY OF MASON

On this day before me the undersigned Notary Public, personally appeared Wayne L. Clary and Louise Clary (proven to me on the basis of satisfactory evidence or personally known to me) to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

_____ day of _____, 19____

Notary Public in and for the State of
Washington,
residing at _____
My appointment expires _____

EXHIBIT "A"
IN MASON COUNTY, WASHINGTON

That portion of the Northwest quarter (NW 1/4) of the Northeast quarter (NE 1/4) of Section nineteen (19) North, Range three (3) West, W.M., more particularly described as follows:

BEGINNING at the Northwest corner of said Northwest quarter (NW 1/4); thence South 86 degrees 06'30" East, along the North line of said Northwest quarter (NW 1/4), 961.58 feet to the true point of beginning; thence South 01 degrees 05'19" West 672.59 feet; thence South 86 degrees 42'23" East 23.72 feet; thence North 00 degrees 55'36" West, along an existing fence line, 673.92 feet, more or less, to the true point of beginning.

Said land also being known and described as Parcel "B" of Boundary Line Adjustment No. 94-103, recorded December 13, 1994, Auditor's File No. 600166.

Portion of Parcel No. 31919 12 00000.

SUBJECT TO easement, restrictions, reservations and covenants of record.

M C T I Mason County Title Insurance Company

After Recording Mail To:

**SQUAXIN ISLAND TRIBE
SE 70 Squaxin Lane
Shelton, WA 98584**

MCTI FILE NO. 68769

BARGAIN AND SALE DEED

THE GRANTOR SQUAXIN ISLAND TRIBE

for and in consideration of Boundary Line Adjustment

*bargains, sells and convey(s) to WAYNE L. CLARY and W. LOUISE CLARY,
husband and wife*

*the following described real estate, situated in the County of Mason,
State of Washington:*

**SEE "EXHIBIT A" ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART
HEREOF**

*The Grantor for themselves and for their successors in interest do by
these presents expressly limit the covenants of the deed to those herein
expressed, and exclude all covenants arising or to arise by statutory or
other implications, and do hereby covenant that against all persons
whomsoever lawfully claiming or to claim, by through, or under said
Grantor(s) and not otherwise, they will forever warrant and defend the
said described real estate.*

DATED: DECEMBER 22, 1994

DAVID LOPEMAN

STATE OF WASHINGTON

COUNTY OF MASON

I certify that I know or have satisfactory evidence that David Lopeman is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, or each stated that he was/were authorized to execute the instrument and acknowledge it as the Chairman of Squaxin Island Tribe to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this

_____ day of _____, 19____

Notary Public in and for the State of
Washington,
residing at _____
My appointment expires _____

EXHIBIT "A"
IN MASON COUNTY, WASHINGTON

All that portion of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nineteen (19) North, Range three (3) West, W.M., lying southeasterly of State Highway No. 108 and lying East of the following described line:

BEGINNING at the Southwest corner of said Southwest quarter (SW 1/4); thence South 86 degrees 06'30" East, along the South line of said Southwest quarter (SW 1/4), 961.58 feet, to the true point of beginning; thence North 00 degrees 59'31" East, along an existing fence line 467.59 feet, more or less, to the southeasterly right-of-way line of State Highway No. 108 and to the terminus of said line.

AND West of the following described tract;

BEGINNING at the Southeast corner of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4); thence North, along the East line of said Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), 560 feet to a point thereon; thence West, parallel with the South line of said subdivision, 224 feet, more or less, to the intersection with the southerly right-of-way line of State Highway No. 108; thence Southwesterly, along said right-of-way, 158 feet; thence South, parallel with the East line of said subdivision, 505 feet, more or less, to the South line thereof; thence East along the South line of said Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), 382 feet, more or less to the point of beginning, excepting therefrom a tract of land, which is leased to Mason County Fire District No. 4, a municipal corporation, as recorded under Auditor's File No. 265908 and as located on survey, Volume 19, pages 36 and 37 of Surveys.

Said land also being known and described as Parcel "A" of Boundary Line Adjustment No. 94-103, recorded December 13, 1994, Auditor's File No. 600166.

Portion of Parcel No. 31918 43 60040.

SUBJECT TO easement, restrictions, reservations and covenants of record.