

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 95 - 49

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 Squaxin Island Tribal Council has been entrusted with conducting the business of the Squaxin Island Tribe; and

WHEREAS, the Squaxin Island Tribal Council has been notified that an easement to U.S. West Communications is necessary for the purpose of equipment placement and access and servicing of the equipment for the Little Creek Casino project; and

WHEREAS, the easement is located on the property known as:

This easement being a twenty foot by twenty foot portion of the above described property and further described as follows: Commencing at the South quarter corner of said section 18; thence S86°06'30"E 985.66 feet; thence N00°28'31"E 376.80 feet to the True Point of Beginning; thence S86°06'30"E 20 feet; thence S00°28'31"W 20 feet; thence N86°06'30"W 20 feet; thence N00°28'31"E 20 feet to the True Point of Beginning, also a ten foot wide easement running from the above described easement to the South margin of Highway #108 and having a centerline described as follows: commencing at a point that is S86°06'30"E 20 feet and S00°28'31"W 15 feet of the above described T.P.O.B.; thence S86°06'30"E 30 feet; thence N00°28'31"E to the South margin of said Highway #108, the sidelines of this easement shall be lengthened or shortened to begin and terminate on the same lines as the centerline.

Situated in County of Mason , State of Washington

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby consents to this easement without compensation, as it benefits the Tribal enterprise.

APPLICATION FOR RIGHT OF WAY

SQUAXIN ISLAND TRIBE, hereby makes application pursuant to the Act of February 5, 1948 (62 Stat. 17, 18; 25 USC 323-328), and in accordance with Departmental Regulations 25 CFR 169, as amended, for PLACEMENT OF CABINET AND CABLE EQUIPMENT TO PROVIDE TELEPHONE SERVICES TO TRIBAL FACILITIES, THIS WILL ALSO INCLUDE THE SERVICE, UPKEEP AND REMOVAL OF EQUIPMENT WHEN IT IS NO LONGER NECESSARY.

The location of said right of way and its extent are more particularly shown and delineated on the accompanying map which as been prepared in compliance with 25 Cfr 169.6, and which by this reference is made a part thereof.

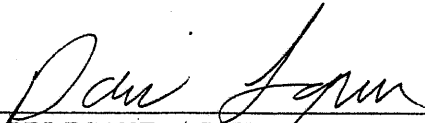
SQUAXIN ISLAND TRIBE agrees to comply with the following stipulations in the event the right of way herein applied for is granted.

- (a) To construct and maintain the right of way in workmanlike manner.
- (b) To pay promptly all damages and compensation, in addition to the deposit made pursuant to 25 CFR 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction, and maintenance of the right of way.
- (c) To indemnify and hold harmless the grantor, the United States Government, the Tribal Government, their officers, employees and agents from all loss, damage, liability or expense resulting from any injury or death to any person or any loss of or damage to any property caused by or resulting from any act or omission of grantee or any officer, agent, employee, guest, invitee or visitor on or about the premises. Grantee shall not be responsible for negligence of grantor. Grantor shall not be liable for any loss or damage to personal property sustained by Grantee or other persons which may be caused by any improvement or theft or by any act of neglect or by any cause of whatever nature, unless caused by the negligence of the Grantor. Grantee shall defend, indemnify and hold harmless the grantor, the United States Government, their officers employees and agents from any demand, claim, suit, action or other proceeding for injury, loss, damage, obligation, assessment or penalty claimed or determined to proximately results from grantee's failure to comply with the terms of this easement, applicable law, or from grantee's conduct of its activities, and from any liabilities resulting therefrom, and from all reasonable expenses, costs and fees (including reasonable fees) incurred in connection therewith.

Application for Right of Way
Page Two

- (d) To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right of way was granted.
- (e) To clear and keep clear the lands within the right of way to the extent compatible with the purpose of the right of way; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project.
- (f) To take soil and resource conservation and protective measures, including weed control, on the land covered by the right of way.
- (g) To do everything reasonably, within its power, to prevent and suppress fires on or near the lands to be occupied under the right of way.
- (h) To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right of way.
- (i) That upon revocation or termination of the right of way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.
- (j) To, at all times, keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.

- (k) That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right of way is granted.



APPLICANT (SQUAXIN ISLAND CHAIRPERSON)
Squaxin Island Tribe, Chairman

Representing and Title



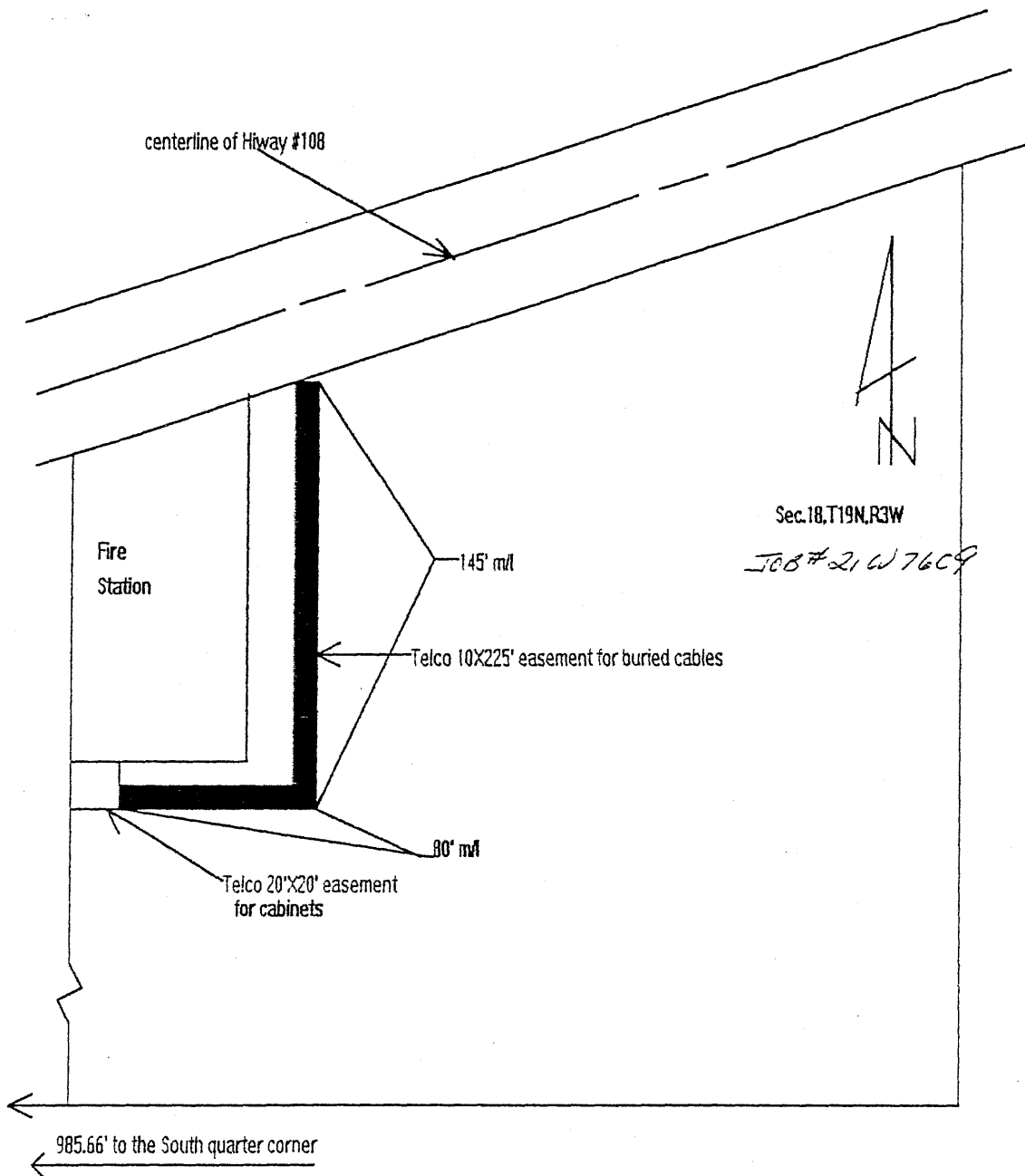
SQUAXIN ISLAND SECRETARY

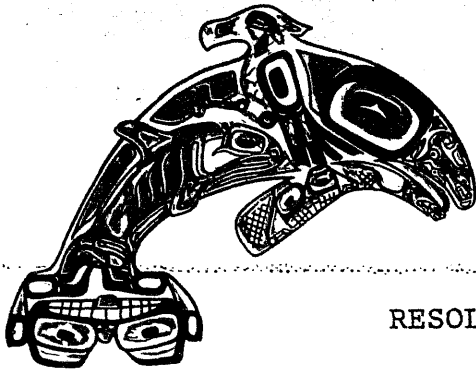
Approved:

Superintendent, Olympic Peninsula
Agency

Date: _____

EXHIBIT "A"





SQUAXIN ISLAND TRIBE

RESOLUTION NO. 95 - 49

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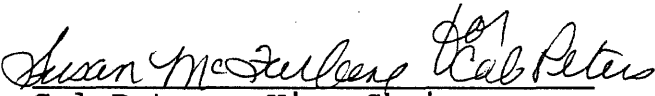
Situated in County of Mason, State of Washington

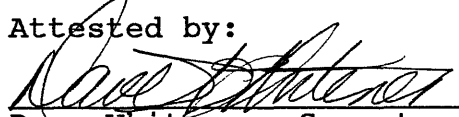
NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby consents to this easement without compensation, as it benefits the Tribal enterprise.

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 8th day of June 1995, at which a quorum was present and was passed by a vote of 3 for, and 0 against with 0 abstentions.


David Lepeman, Chairman


Cal Peters, Vice Chairman

Attested by:

Dave Whitener, Secretary

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SQUAXIN ISLAND TRIBE agrees to comply with the following stipulations in the event the right of way herein applied for is granted.

- (a) To construct and maintain the right of way in workmanlike manner.
- (b) To pay promptly all damages and compensation, in addition to the deposit made pursuant to 25 CFR 169.4, determined by the Secretary to be due the landowners and authorized users and occupants of the land on account of the survey, granting, construction, and maintenance of the right of way.
- (c) To indemnify and hold harmless the grantor, the United States Government, the Tribal Government, their officers, employees and agents from all loss, damage, liability or expense resulting from any injury or death to any person or any loss of or damage to any property caused by or resulting from any act or omission of grantee or any officer, agent, employee, guest, invitee or visitor on or about the premises. Grantee shall not be responsible for negligence of grantor. Grantor shall not be liable for any loss or damage to personal property sustained by Grantee or other persons which may be caused by any improvement or theft or by any act of neglect or by any cause of whatever nature, unless caused by the negligence of the Grantor. Grantee shall defend, indemnify and hold harmless the grantor, the United States Government, their officers employees and agents from any demand, claim, suit, action or other proceeding for injury, loss, damage, obligation, assessment or penalty claimed or determined to proximately results from grantee's failure to comply with the terms of this easement, applicable law, or from grantee's conduct of its activities, and from any liabilities resulting therefrom, and from all reasonable expenses, costs and fees (including reasonable fees) incurred in connection therewith.

Application for Right of Way
Page Two

- (d) To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right of way was granted.
- (e) To clear and keep clear the lands within the right of way to the extent compatible with the purpose of the right of way; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project.
- (f) To take soil and resource conservation and protective measures, including weed control, on the land covered by the right of way.
- (g) To do everything reasonably, within its power, to prevent and suppress fires on or near the lands to be occupied under the right of way.
- (h) To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right of way.
- (i) That upon revocation or termination of the right of way, the applicant shall, so far as is reasonably possible, restore the land to its original condition.
- (j) To, at all times, keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and of the names and addresses of its principal officers.

- (k) That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right of way is granted.



APPLICANT (SQUAXIN ISLAND CHAIRPERSON)

Representing and Title

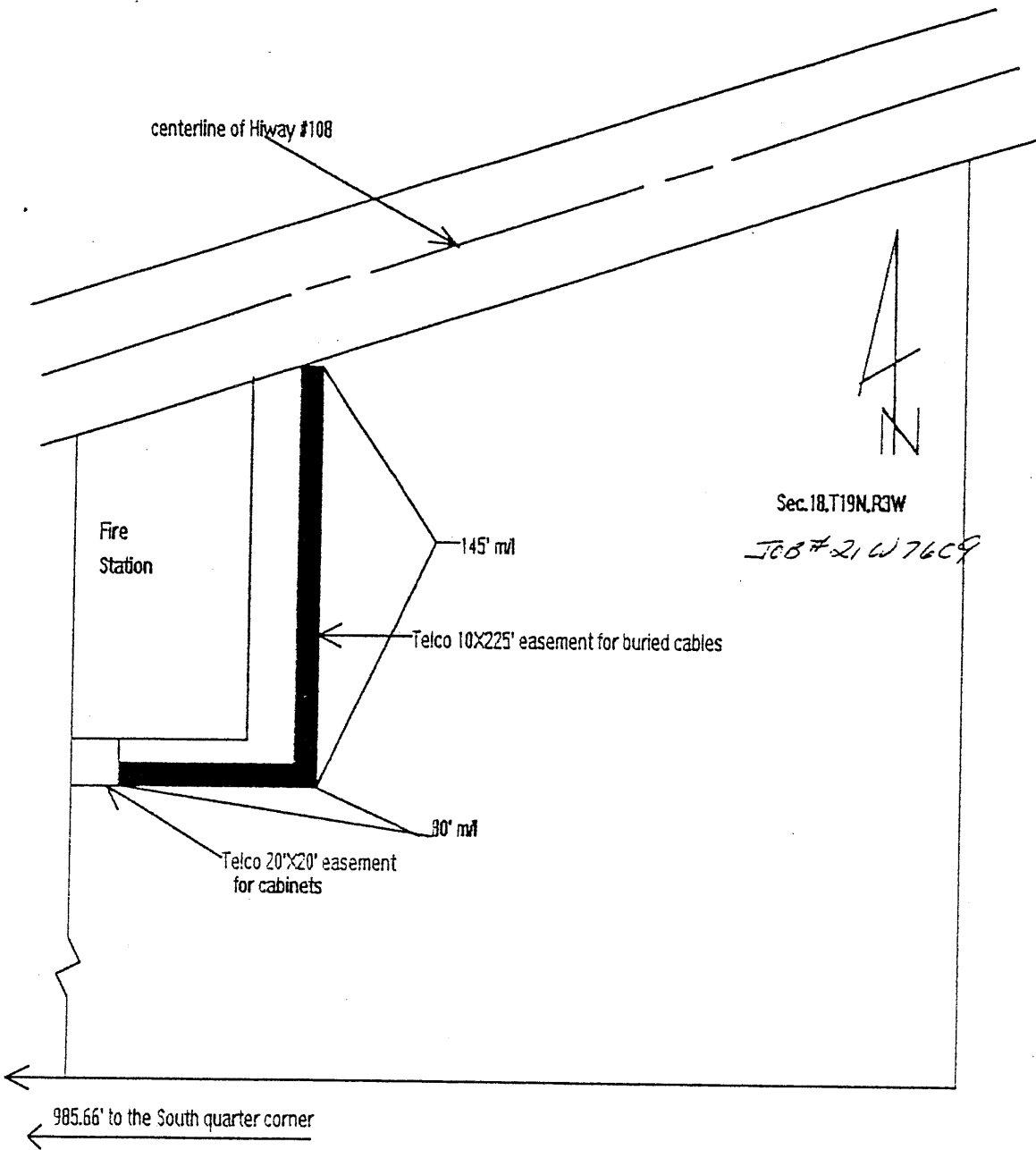
SQUAXIN ISLAND SECRETARY

Approved:

Superintendent, Olympic Peninsula
Agency

Date: _____

EXHIBIT "A"



4/8/13

IN 7



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Olympic Peninsula Agency
715 Emerson, P.O. Box 120
Hoquiam, Washington 98550

Real Estate Services
Tenure & Management

Telephone Number
(360) 533-9183
533-9142

May 4, 1995

Mr. David Lopeman, Chairman
Squaxin Island Tribal Council
Attention: Alena Whitener
SE 70 Squaxin Lane
Shelton, WA 98584-9200

Dear Mr. Lopeman:

This is in response to the enclosed letter from Richard Atkins, acting as Right of Way Agent for U.S. West, Communications.

In order for us to facilitate this request, the Tribe must provide the following:

1. Tribal Resolution defining the area needed for the easement for equipment placement and also the area which will be required to access and services the equipment. This legal should also include the acreage which will be utilized. Also include in the Tribal Resolution a statement that the Tribe is consenting to the easement without compensation as the benefits derived by the Tribe outweigh the compensation received.
2. Application for easement. Squaxin Island Tribe needs to complete the application and sign as applicant.

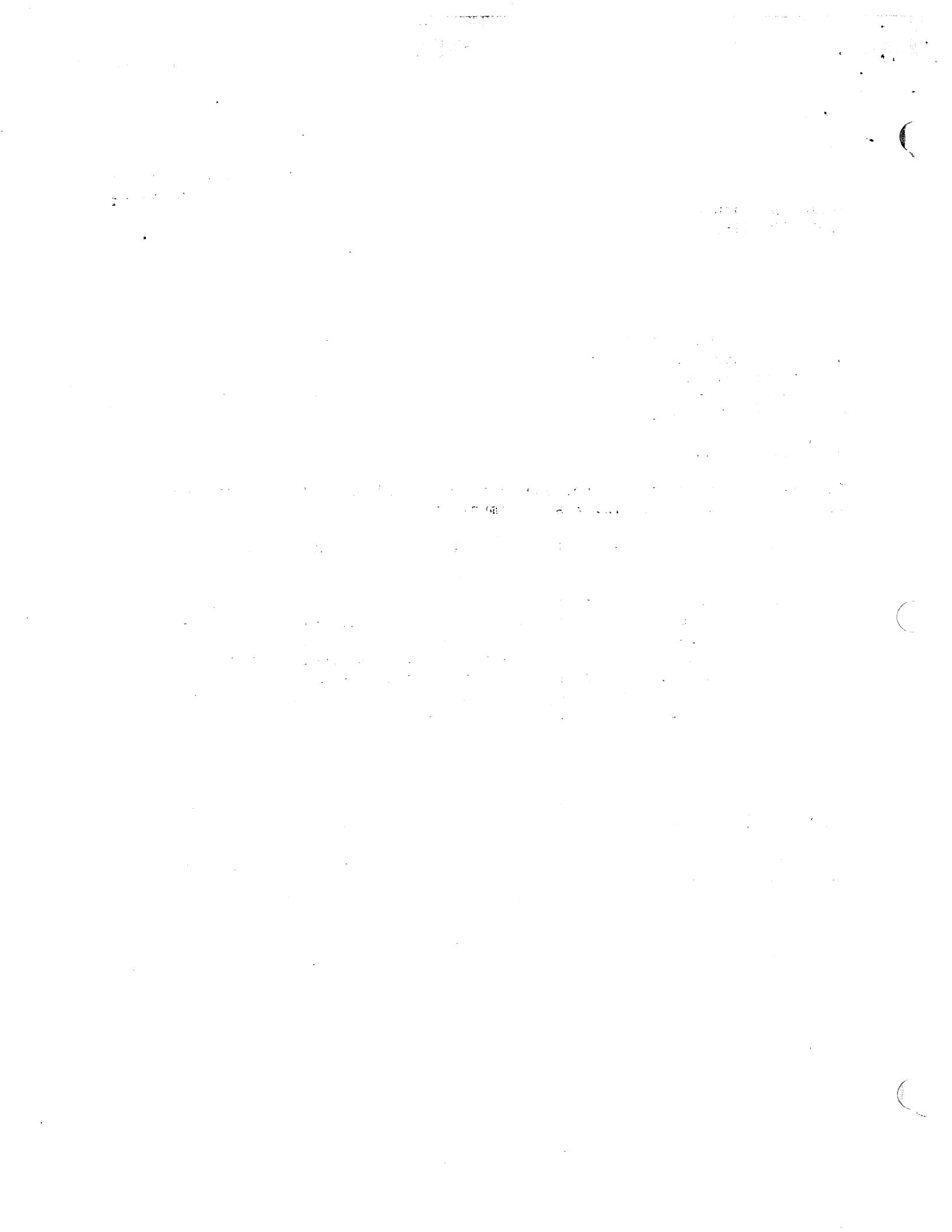
As soon as we receive the resolution and legal description, we will draft an easement and forward to the Tribe for their execution.

If you have any questions, please contact either Faustine I. Edwards or Raymond H. Strong at the above address or telephone number.

Sincerely,

Superintendent

Enclosures:



ACS ATCO COMMUNICATION SERVICE

R.D. ATKINS, Right-of-Way Agent
19324 Sprague Drive, Bothell, WA. 98012
PHONE 206-672-7532 FAX 206-774-8287

*Mr
Realty off.
action reqd.
FH*

APR - 1995

April 5, 1995

Mr. Ray Maldonado
Superintendent
Olympic Peninsula Agency
Bureau of Indian Affairs
P.O.Box 120
Hoquiam, WA. 98550

RECEIVED
95 APR 7 AM 8 30
BUREAU OF INDIAN AFFAIRS
OLYMPIC PENINSULA AGENCY

Mr. Maldonado,

U S WEST Communications Inc. has asked me to contact you concerning an easement needed for the telephone cables and equipment to serve the new Casino on Squaxin Tribal Land. I am sending you an easement for a location I understand has already been agreed upon, and a sketch showing the location described in the easement. The easement is required because the equipment placed here will provide service to customers other than the Casino and when we cross one property to serve another, an easement is necessary. The reason for the ten foot wide easement from the twenty by twenty easement to the Highway is that U S WEST needs to have a corridor for their cables from the public right-of-way to the cabinets. The easement property remains the possession of the Tribe, you are only granting us permission to use it for the purposes stated. The easement and equipment are required for service to the Casino as there are no spare facilities in this area to provide the lines needed and without this installation there will be a delay in service provision.


The cables and cabinets to be placed on this easement will provide the required telephone lines for the Casino for the foreseeable future and will utilize fiber optics and electronic equipment to do so. The electronic equipment also needs power (110v) to operate and if there is a power failure, the equipment has back-up batteries that will run things for a few hours. If the power is off for more than a few hours, a telephone technician will bring out a generator to power the system until commercial power is restored.

If this is acceptable, would you sign the easement at the indicated spot, have it notarized as indicated and return it to me? I will have it recorded and you will receive a recorded copy for your records.

U S WEST accepts all responsibility for their installation and neither the U S Government or the Squaxin Tribe will have any liability. The only

If I can answer any questions please call me on 206-672-7532.

Sincerely Yours,

A handwritten signature in cursive script that reads "Richard D. Atkins". The signature is written in dark ink and is positioned above the printed name.

Richard D. Atkins

EASEMENT

The undersigned Grantor(s) for and in consideration of Mutual Benefits (\$-----) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado Corporation, (Grantee) whose address is 1600 7th. Avenue, Seattle, Washington 98191, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in, to wit:

Tract #4 in the Southeast quarter of the Southwest quarter of the Southeast quarter of section 18, Township 19 North, Range 3 west Willamette Meridian, Mason County, Washington.

This easement being a twenty foot by twenty foot portion of the above described property and further described as follows: Commencing at the South quarter corner of said section 18; thence S86°06'30"E 985.66 feet ; thence N00°28'31"E 376.80 feet to the True Point of Beginning; thence S86°06'30"E 20 feet; thence S00°28'31"W 20 feet; thence N86°06'30"W 20 feet; thence N00°28'31"E 20 feet to the True Point of Beginning, also a ten foot wide easement running from the above described easement to the South margin of Highway #108 and having a centerline described as follows: commencing at a point that is S86°06'30"E 20 feet and S00°28'31"W 15 feet of the above described T.P.O.B.; thence S86°06'30"E 80 feet; thence N00°28'31"E to the South margin of said Highway #108, the sidelines of this easement shall be lengthened or shortened to begin and terminate on the same lines as the centerline.

Situated in County of Mason, State of Washington

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use and cultivate said easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

In witness whereof the undersigned has executed this instrument this ^{DATE} day of , 19

[Handwritten signature]