



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 23- 27

of the

SQUAXIN ISLAND TRIBAL COUNCIL

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

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

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

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

WHEREAS, the Squaxin Island Tribe desires to convey title to real property, known as "Little Rock" more specifically described as Thurston County Parcel No. 12704440101 and 12704440104, and further described in "Exhibit A" attached hereto (the "Property") to the United States of America in trust for the benefit of the Tribe pursuant to 25 U.S.C. § 465 and 25 C.F.R. Part 151;

WHEREAS, in a Pre-Acquisition Title Opinion dated May 2, 2023, the Bureau of Indian Affairs identified certain Special Exceptions within the title evidence dated March 2, 2022 that must be addressed before the Department can accept the Property in trust; and

WHEREAS, Special Exception No. 3 notes the possibility of unrecorded leaseholds, rights of vendors and holders to personal property installed upon the land and rights of tenants to remove trade fixtures at the end of the term; and

WHEREAS, Special Exception No. 5 notes an easement in favor of the Puget Sound Power & Light Company for electric transmission and distribution lines the and maintenance thereof; and

WHEREAS, Special Exception No. 6 notes the existence of a covenant that runs with the land to limit subdivision of the property; and

WHEREAS, Special Exceptions No. 11 and 12 note a certificate for each of the two parcels requiring proper operation and maintenance of an on-site sewage disposal system; and

WHEREAS, Special Exceptions 13, 14, and 15 identify the existence of City of Tumwater special assessments for, respectively, a Special Water Connection Assessment, a Special Sewer Connection Assessment, and a City Road Maintenance Assessment, for which the Bureau of Indian Affairs cannot accept financial responsibility due to the Anti-Deficiency Act, 31 USC 1341(a).

NOW THEREFORE BE IT RESOLVED, that the Tribe affirms it acknowledges and accepts Special Exceptions 3, 5, 6, 11, and 12 and agrees that the existence of such Special Exceptions will not interfere with its intended use of the property.

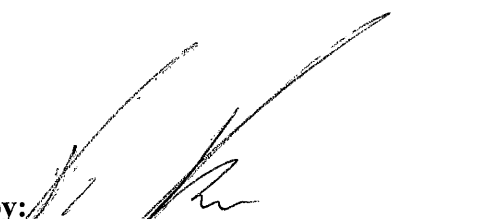
BE IT FURTHER RESOLVED, that the Tribe authorizes and directs its Chairman Kristopher Peters or its Tribal Administrator Marvin Campbell to execute an indemnity agreement with respect to the City Special Assessments identified as Special Exceptions 13 -15 in substantially the same form as attached hereto.

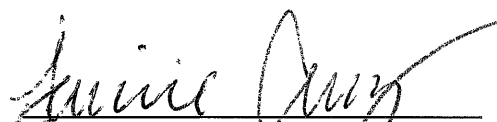
BE IT FINALLY RESOLVED, that in making the affirmations, acknowledgements, and agreements described in this Resolution, the Tribe does not agree any particular obligation or item noted herein is valid or enforceable.

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 25 day of May, 2023, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.


Kris Peters, Chairman

Attested by: 
Patrick Braese, Secretary


Jaimie Cruz, Vice Chair

Indemnity Agreement

This Indemnity Agreement is entered into by and between the Squaxin Island Tribe (the "Tribe"), a federally recognized Indian tribe, with principal offices at 10 SE Squaxin Lane, Kamilche, WA 98584 and the U.S. Department of Interior, Bureau of Indian Affairs, Northwest Regional Office, having its principal place of business at 911 Northeast 11th Avenue, Portland, Oregon 97232-4169.

WHEREAS, the Tribe desires to convey title to real property, known as "Little Rock" more specifically described as Thurston County Parcel Nos. 12704440101 and 12704440104 and further described in "Exhibit A" attached hereto (the "Property") to the United States of America in trust for the benefit of the Tribe pursuant to 25 U.S.C. § 465 and 25 C.F.R. Part 151;

WHEREAS, the Property is subject to three Special Assessments by the City of Tumwater: a Special Water Connection Assessment (Auditor's File No. 4645260; Ordinance No. 02018-012) a Special Sewer Connection Assessment (Auditor's File No. 4645261; Ordinance No. 02018-013), and a City Road Maintenance Assessment (Auditor's File No. 4645262, Ordinance No. 02018-014) (collectively, the "Special Assessments");

WHEREAS, the Tribe has determined that (a) it would be impractical or impossible to remove the Special Assessments prior to the transfer of the property into trust, (b) the Tribe has the resources to accept the possibility of paying the Special Assessments if necessary; and (c) the Tribe has established a government to government relationship with the City through which it can address the provision of City services;

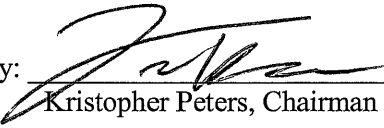
NOW THEREFORE, in consideration of the recitals above and mutual promises set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Squaxin Island Tribe shall defend, indemnify and hold harmless the United States from any claims, actions, costs, expenses, damages and any other liabilities arising from the Special Assessments.
2. Based on the Squaxin Island Tribe's agreement to indemnify and hold the United States harmless, the United States agrees not to require the removal or release of the Special Assessments prior to the conveyance of the property to the United States.
3. This Indemnity Agreement shall not be construed as binding the United States' discretion whether or not to accept the land into trust pursuant to 25 U.S.C. §465. However, should the United States determine not to acquire title to the property in trust for the benefit of the Squaxin Island Tribe, this Indemnity Agreement shall be deemed null and void.
4. This Indemnity Agreement shall remain in effect for so long as the United States holds title to the property in trust for the benefit of the Squaxin Island Tribe.
5. This Indemnity Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

IN WITNESS WHEREOF, the parties execute this agreement, to be effective as of the later date below:

Squaxin Island Indian Tribe

U. S. Bureau of Indian Affairs

By:  _____
Kristopher Peters, Chairman

By: _____

Name and Title: _____

Date: _____

Date: _____