

**INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND THE
CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION RELATING TO THE
TRANSFER OF PORTIONS OF SEVERAL COUNTY ROADS LOCATED ON THE
CHEHALIS RESERVATION**

This Agreement is entered into in duplicate originals between the parties (“Parties”) to this Agreement, which are Thurston County, a political subdivision of the State of Washington (“County”), and the Confederated Tribes of the Chehalis Reservation (“the Tribe”), a federally recognized Indian Tribe.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes the County to enter into agreements with other units of government, including Indian tribes, to jointly exercise their existing powers and authority; and

WHEREAS, the Tribe is a federally recognized Indian tribe occupying the Chehalis Reservation (“Reservation”) located in Thurston and Grays Harbor Counties; and

WHEREAS, the County maintains certain portions of Anderson Road SW, 188th Avenue SW, 183rd Avenue SW, 195th Avenue SW, and Moon Road SW within unincorporated Thurston County as part of the Thurston County road system; and

WHEREAS, in order to better serve the Reservation, the Tribe desires to improve and maintain the following portions of these roads situated within the Reservation: Anderson Road SW south of US 12; 188th Ave SW between Anderson Road SW and Moon Road SW; 183rd Avenue SW west of Moon Road SW; 195th Ave SW east of Anderson Road SW; and Moon Road SW south of US 12; and

WHEREAS, in order to facilitate the Tribe’s request to improve and maintain these portions of roads, the Parties agree that it would be beneficial for the ownership of these road segments to be transferred to the Tribe; and

WHEREAS, the Intergovernmental Disposition of Property Act, chapter 39.33 RCW, as amended in 2011, allows the County to transfer real property or property rights to the Tribe, on such terms and conditions as may be mutually agreed upon by the proper authorities of the County and the Tribe; and

WHEREAS, the County desires to convey its property interests in portions of Anderson Road SW, 188th Avenue SW, 183rd Avenue SW, 195th Avenue SW, and Moon Road SW as set out in this Agreement to the Tribe and the Tribe desires to acquire such interests; and

WHEREAS, relief from the burden of carrying out future road maintenance activities on portions of Anderson Road SW, 188th Avenue SW, 183rd Avenue SW, 195th Avenue SW, and Moon Road SW by the County amounts to valuable consideration supporting the transfer to the Tribe; and

WHEREAS, as provided herein, the portions of Anderson Road SW, 188th Avenue SW, 183rd Avenue SW, 195th Avenue SW, and Moon Road SW transferred to the Tribe will remain open and accessible in their current or better conditions for public use in perpetuity, recognizing that a portion of 188th Avenue SW is currently gated and used for emergency access only and may remain in that status after transfer to the Tribe; and

WHEREAS, the County finds it is in the public interest to transfer to the Tribe its interest in portions of Anderson Road SW, 188th Avenue SW, 183rd Avenue SW, 195th Avenue SW, and Moon Road SW, as specified in Exhibits A and B, so that the Tribe can operate and maintain the transferred portions of said roads for continued public use. It is in the best interest of the County to transfer portions of said roads to the Tribe and long-term maintenance responsibilities are paramount to the support of the transfer; and

WHEREAS, the County held a duly noticed public hearing on November 28, 2023 regarding the potential transfer of the Properties to the Tribe.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Tribe and the County agree as follows:

1. Conveyance of Title

- 1.1 Within three (3) months of the execution of this Agreement by both Parties, the County shall convey by quitclaim deed its right of way interests in the properties described in Exhibits A and B (“the Properties”), attached hereto and incorporated herein by reference, to the Tribe, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for the Properties. The Tribe agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Properties.
- 1.2 The Tribe covenants that the Properties shall continue to be used and maintained in perpetuity for public use and travel, public and private utilities, road-related purposes, and open and available to the public. The Tribe agrees to maintain the roads in current or better condition in perpetuity. The Parties acknowledge that a

portion of 188th Avenue SW is currently gated and used for emergency access only and agree that it may remain in that status after transfer to the Tribe.

- 1.3 The quitclaim deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County. The County and the Tribe agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

“The Tribe herein, on behalf of itself and its heirs, successors or assigns, covenants and agrees that the above referenced Property is transferred for road/street/utility purposes only, and no other use shall be allowed. The Tribe covenants that the Property shall remain open to the public. Should said property cease to be used for road/street/utility purposes, or not remain open to the public, said ownership shall automatically revert to the County, and the Tribe, its heirs, successors, or assigns agree to convey by deed the Property to the County immediately upon the County’s written notice to the Tribe, its heirs, successors, or assigns. Further, the Tribe, its heirs, successors or assigns shall release in the deed all the Tribe’s, its heirs’, successors’ or assigns’ interest in said Property.”

2. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, and Improvements

- 2.1 The Tribe has inspected and knows the condition of the Properties and related appurtenances and agrees to accept the Properties and appurtenances in an AS-IS condition, and to assume full and complete responsibility and liability for all operations, maintenance, repairs, and improvements of the Properties described in Exhibits A and B.
- 2.2 The Tribe agrees that in the design and construction of any road improvement projects it will follow the requirements, standards and specifications contained in the most current editions of the Thurston County Road Standards, the Manual on Uniform Traffic Control Devices (MUTCD), the Washington State Department of Transportation (WSDOT) Design Manual and WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the WSDOT Bridge Design Manual, and AASHTO LRFD* Bridge Design Specifications, as well as applicable design requirements set by the Washington State Department of Fish and Wildlife, as all now exist or as later amended or superseded.
- 2.3 The Tribe acknowledges and agrees that the Tribe will take ownership of the five bridges located along the Properties, as specified in Exhibits A and B. The Tribe

has inspected and knows the condition of each of the bridges and related appurtenances and agrees to accept the bridges and appurtenances in an AS-IS condition, and to assume full and complete responsibility and liability for all operations, maintenance, repairs, and improvements of the bridges located along the Properties described in Exhibits A and B. The Tribe agrees that it will maintain bridge reporting for each bridge as required by the Bureau of Indian Affairs. The County agrees to transfer the ownership and all bridge files to the Tribe according to the process outlined in chapter two of the Washington State Bridge Inspection Manual.

- 2.4 The Tribe agrees to attempt to avoid or mitigate where possible any future impacts to non-tribal lands adjacent to the Properties, including without limitation, flooding and access impacts, which may result from a road improvement project on any of the Properties.
- 2.5 The County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Properties, and no official, employee, representative, or agent of the County is authorized otherwise.
- 2.6 The Tribe acknowledges and agrees that except as indicated in Subsection 3.2, the County shall have no liability for, and the Tribe shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Properties without regard to whether such defect or deficiency was known or discoverable by the Tribe or the County.
- 2.7 The Tribe acknowledges and agrees that the Tribe shall be responsible for all management, operation, maintenance, repair and improvement of the Properties, and to respond to public inquiries regarding the same.
- 2.8 The Tribe agrees to maintain in a timely manner the Properties and all appurtenances in perpetuity, including without limitation maintaining pavement condition, bridges, traffic signs, and sight distance, for the safety of the traveling public.
- 2.9 The Tribe agrees not to place the Properties described in Exhibits A and B in trust with United States Department of Interior, Bureau of Indian Affairs.
- 2.10 The Tribe acknowledges and agrees that any failure to comply with Section 2 of the Agreement shall constitute a material breach of this Agreement.

3. Environmental Liability

- 3.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 3.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the Tribe might have against the County under federal or state environmental statutes and that arises from hazardous materials deposited or released on the Properties by the County during the County's period of ownership. The Tribe may not, however, assert such a claim to the extent that the Tribe creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the Tribe performing maintenance, repair, improvement, and/or construction activities on the Properties, changing the configuration of the Properties, or changing the use of the Properties.
- 3.3 If the Tribe discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County, it shall immediately notify the County in writing. Such notice shall in no event be provided more than 30 days after discovery. The Parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 3.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

4. Indemnification and Hold Harmless

- 4.1 Thurston County agrees to indemnify and hold harmless the Tribe and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of the County, its officers, agents and employees in performing its obligations pursuant to this Agreement, or (ii) arising from those occurrences related to the Properties that occurred prior to the effective date of conveyance of the Properties to the Tribe, except to the extent that indemnifying or holding the Tribe harmless would be limited by Section 3 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the

Tribe or the Tribe and the County, the County shall defend the same at its sole cost and expense.

- 4.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Tribe from any liability or responsibility which arises in whole or in part from the existence or effect of the Tribe's laws, rules or regulations, and which would not otherwise arise in the absence of the Tribe's laws, rules, or regulations. The Tribe agrees to indemnify, defend, and hold harmless the County from any cause, claim, suit, or action arising out of this Agreement or the quitclaim deeds that is based on the Tribe's laws, rules, or regulations, and which would not arise in the absence of such laws, rules, or regulations.
- 4.3 The Tribe agrees to indemnify and hold harmless the County and its elected or appointed officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the Tribe, its officers, agents and employees in performing its obligations pursuant to this Agreement, or (ii) arising from those occurrences related to the Properties that occur on or after the effective date of conveyance of the Properties to the Tribe, except to the extent that indemnifying or holding the County harmless would be limited by section 3 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County or the County and the Tribe, the Tribe shall defend the same at its sole cost and expense.
- 4.4 Each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the Properties.
- 4.5 Each party agrees that its obligations under this Section 4 extend to any claim, demand, or cause of action brought by or on behalf of any employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
- 4.6 In the event of the concurrent negligence of the Parties, each party's obligations hereunder shall apply only to the extent of the negligence of each party, its elected and appointed officials, officers, employees and agents.

- 4.7 The provisions of this indemnification and hold harmless section shall survive the expiration or termination of this Agreement.

5. Audits and Inspections

- 5.1 Until December 31, 2035, the records of the Parties related to any matters covered by this Intergovernmental Agreement and not otherwise privileged shall be subject to inspection, review, and audit by any other party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. The Parties acknowledge and agree that in order to fulfill their obligations under this Subsection, they must preserve all of their records pertaining to the Properties. Thurston County shall fulfill its obligation to preserve such records consistent with RCW 40.14.070 and state regulations promulgated thereunder.

6. Limited Waiver of Sovereign Immunity; Dispute Resolution; and Venue for Purposes of Enforcing this Agreement

- 6.1 Nothing in this Agreement is or will be deemed to be a waiver of the Tribe's sovereign immunity from suit, except that the Tribe hereby provides a limited waiver of its sovereign immunity and consents to be sued by the County should the County commence an action to enforce the obligations of the Tribe under this Agreement. This limited waiver is for the exclusive use and benefit of the County and will not apply to or extend to any third party or third-party beneficiary. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity, which is included as part of this Agreement. The Tribe shall provide a copy of said Resolution to the County prior to the County's execution of this Agreement. Notwithstanding the foregoing, the County will not be entitled to levy upon any federal monies or grant monies or any trust properties received or owned by the Tribe in its governmental capacity.
- 6.2 All actions or suits arising out of this Agreement will be brought in the United States District Court for the Western District of Washington. If the United States District Court lacks jurisdiction, then an action may be brought in Thurston County Superior Court. The Tribe expressly agrees and consents to be sued in such courts and in such priority. Notwithstanding the foregoing, the County may but is not required to exercise this limited waiver of sovereign immunity in the Chehalis Tribal Court.

- 6.3 The Tribe acknowledges and agrees that the County shall have standing to sue the Tribe in the courts described in Subsection 6.2 above to enforce specific performance of this Agreement, to enforce specific performance of the terms of the deeds transferring the Properties, or for such other legal or equitable remedy as the County deems appropriate in its sole discretion. The County may at any time seek injunctive relief or specific performance in such courts if the County reasonably believes that the Tribe has breached any covenant contained in the deed or in this Agreement. Except as provided in this Subsection 6.3, the County may not seek from any court any provisional remedy pending the fulfillment of all dispute resolution requirements set forth in Subsections 6.4 through 6.5.
- 6.4 It is intended that any disputes between the Parties concerning this Agreement or interpretation of the deeds to the Properties should be resolved by the Parties through direct, oral discussion, and, if such is not possible, then through the dispute resolution framework established in Subsection 6.5 below. All stated time frames for resolving disputes may be lengthened by mutual consent.

No violation of a covenant, duty or obligation shall be considered a material breach of such covenant, duty or obligation unless and until (1) the complaining Party delivers to the other party, by certified mail, return receipt requested or by another means of certifiable delivery, a written notice which identifies the alleged violation of a covenant and demands that the other Party cure such violation within ten (10) business days of receiving the written notice, and (2) the other Party fails to timely cure the violation; provided, that if the breach is not capable of cure within ten (10) business days, the cure period shall be extended as necessary provided that the Party in breach has commenced cure within the ten (10) business day period and continues to diligently pursue completion of the cure in a timely fashion (the "Extended Cure Period"). During the same ten (10) business days following certified receipt of the notice of violation, the Parties will have one or more government to government discussions, including at least one face to face meeting, to discuss and resolve the alleged breach. Prior to the first face to face meeting, the responding Party shall provide the other Party with a written response. If a party fails to timely cure following receipt of the notice of violation and the Parties do not otherwise resolve their dispute, cessation of that activity after the time allotted for cure, including any Extended Cure Period, has passed shall not be deemed a cure of the alleged breach, except by express waiver of the complaining party. Either party may initiate dispute resolution pursuant to Subsection 6.5 to contest the notice of violation and allegation of breach, the failure to cure, or the sufficiency of the cure, as the case may be.

- 6.5 If direct discussions pursuant to Subsection 6.4 above are unsuccessful in resolving the dispute, any party may make a written demand for mediation before a single mediator in Olympia, Washington or at another place as the Parties may agree in writing. If the Parties cannot agree on the selection of a mediator within ten (10) business days of the date the written demand letter was received, then the mediation will be administered by J.A.M.S., Seattle, Washington Office, or its successor, using a mediator selected by J.A.M.S. from its roster. Any mediator selected must have at least five (5) years' legal experience in real estate law and a fundamental knowledge of Indian law. Each party shall be responsible for its own costs of mediation and shall evenly share in the costs of the mediator.
- 6.6 If the dispute remains unresolved after fulfillment of the dispute resolution requirements set forth in subsections 6.4 and 6.5, either party may initiate an action in the courts of the State of Washington to enforce the terms of this Agreement and the Deeds, as provided herein.

7. Waiver and Amendments

- 7.1 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto and approved by the Board of Thurston County Commissioners and the Chehalis Business Committee or their successors in interest.

8. Entire Agreement and Modifications

- 8.1 This Agreement and its Exhibits sets forth the entire agreement between the Parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both Parties in writing, signed by the Parties hereto and approved by the Board of Thurston County Commissioners and the Chehalis Business Committee or their successors in interest. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this Agreement as though fully set forth herein.

9. Duration and Authority

- 9.1 This Agreement shall be effective upon signature and authorization by both Parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both Parties mutually consent in writing to termination. The undersigned have the necessary authority to bind the Parties to

all terms of this Agreement and the Agreement has been approved by each Party's legislative body as required under applicable laws.

10. Notices

10.1 Any notice provided for herein shall be sent to the respective parties at:

Thurston County:

Director of Public Works
Thurston County
9605 Tilley Road S, Ste. C
Olympia, WA 98512-9140

Confederated Tribes of Chehalis Reservation:

Chairman, Chehalis Tribe
420 Howanut Road
PO Box 536
Oakville, WA 98568

With a copy to:
Lead Counsel
Chehalis Tribe
420 Howanut Road
Oakville, WA 98568

11. Interlocal Cooperation Act

11.1 The County and the Tribe enter into this Agreement pursuant to the Washington State Interlocal Cooperation Act, chapter 39.34 RCW. As a political subdivision of the State of Washington, the County has the inherent authority to acquire, hold and dispose of real property, all of which it does pursuant to Thurston County Code chapter 2.104 and chapter 39.33 RCW. As a sovereign nation and an Indian Tribe federally recognized pursuant to 25 U.S.C. §§ 479a and 479a-1(a), the Tribe has the inherent authority to enter into this Agreement.

11.2 The purpose of this Agreement is to transfer the Property from the County to the Tribe, retaining certain rights in the County and subjecting the Tribe's ownership interest to certain terms and conditions to ensure continued maintenance, public use and access to the Property.

11.3 This Agreement does not create a separate joint board or other legal or administrative entity.

11.4 The Parties shall hold and dispose of property as set forth in this Agreement.

11.5 The Parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.

11.6 The duration of this Agreement shall be perpetual, unless terminated by the Parties through an amendment to this Agreement or a separate agreement, either of which must be: (a) approved by the Board of Thurston County Commissioners and the Chehalis Business Committee or their successors in interest; and (b) executed with equal formality as this Agreement.

11.7 This Agreement will be recorded by the County or otherwise be made public by it in conformance with RCW 39.34.040 of the Interlocal Cooperation Act.

12. Choice of Law

12.1 This Agreement has been and will be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement will be governed by the laws of the State of Washington and applicable federal law, both as to its interpretation and performance.

13. Severability

13.1 If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

13.2 If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

13.3 The Tribe agrees that should a court of competent jurisdiction hold that this Agreement in its entirety and/or the transfer of the Properties to be invalid, the County shall not be liable to the Tribe for any costs whatsoever, including without limitation, expenses, damages, or fees, associated with use, operation, maintenance, repair, and improvements of the Properties made by the Tribe or anyone authorized by the Tribe.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Dated December 15, 2023

BOARD OF COUNTY COMMISSIONERS
Thurston County Washington

[Signature]
Chair

[Signature]
Vice Chair

[Signature]
Commissioner

[Signature]
Commissioner

[Signature] - voted
Commissioner

ATTEST:
[Signature]
Clerk of the Board

Approved as to Form Only:
Jon Tunheim
Prosecuting Attorney

By: [Signature]
Deputy Prosecuting Attorney

Dated 12.12.23

CONFEDERATED TRIBES OF THE
CHEHALIS RESERVATION

[Signature]
Chairman, Business Committee

[Signature]
Secretary, Business Committee

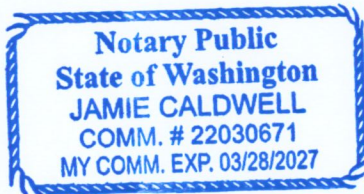
This Agreement and actions contemplated herein by the Confederated Tribes of the Chehalis Reservation are valid, legal, binding, and enforceable and have been duly approved by the Tribe's governing body.

[Signature]
Approved: Attorney for the
Confederated Tribes of the Chehalis
Reservation

STATE of Washington)
) ss.
COUNTY of Thurston)

On this 15th day of December, 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **CAROLINA MEJIA**, known to me to be the Chair of the Board of Thurston County Commissioners, Thurston County, Washington, a municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

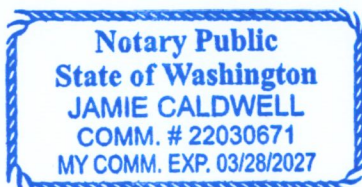


Jamie Caldwell
Notary Signature
Notary Public in and for the State of Washington
Residing at Rochester, WA
My Appointment Expires 3/28/27

STATE of Washington)
) ss.
COUNTY of Thurston)

On this 15th day of December, 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **TYE MENSER**, known to me to be the Vice-Chair of the Board of Thurston County Commissioners, Thurston County, Washington, a municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

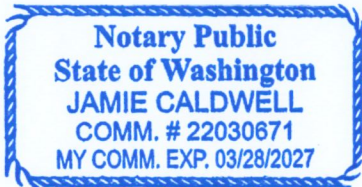


Jamie Caldwell
Notary Signature
Notary Public in and for the State of Washington,
Residing at Rochester, WA
My Appointment Expires 3/28/27

STATE of Washington)
) ss.
COUNTY of Thurston)

On this 15th day of December, 20 23, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **GARY EDWARDS**, known to me to be a Commissioner of the Board of Thurston County Commissioners, Thurston County, Washington, a municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

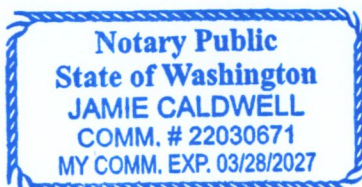


Jamie Caldwell
Notary Signature
Notary Public in and for the State of Washington,
Residing at Rochester, WA
My Appointment Expires 3/28/27

STATE of Washington)
) ss.
COUNTY of Thurston)

On this 15th day of December, 20 23, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **WAYNE FOURNIER**, known to me to be a Commissioner of the Board of Thurston County Commissioners, Thurston County, Washington, a municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

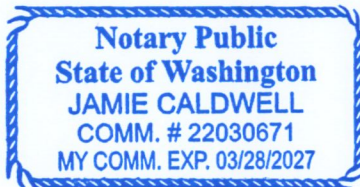


Jamie Caldwell
Notary Signature
Notary Public in and for the State of Washington,
Residing at Rochester, WA
My Appointment Expires 3/28/27

STATE of Washington)
) ss.
COUNTY of Thurston)

On this 15th day of December, 20 23, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **EMILY CLOUSE**, known to me to be a Commissioner of the Board of Thurston County Commissioners, Thurston County, Washington, a municipal corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

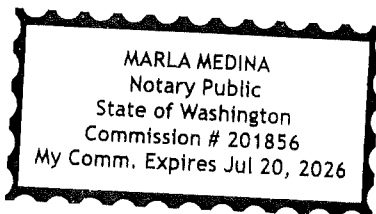


Jamie Caldwell
Notary Signature
Notary Public in and for the State of Washington,
Residing at Bellevue, WA
My Appointment Expires 3/28/27

STATE of Washington)
) ss.
COUNTY of Grays Harbor

On this 12 day of December, 2023, personally appeared before me Dustin Klatush to me known to be the Chairman of the Confederated Tribes of the Chehalis Reservation, and acknowledged this instrument to be the free and voluntary act and deed of the Confederated Tribes of the Chehalis Reservation for uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

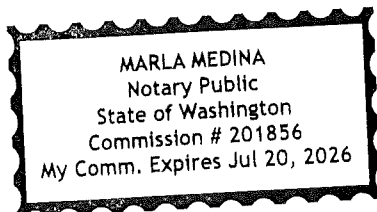


[Signature]
Notary Signature
Marla Medina
Printed Notary Name
Notary Public in and for the State of Washington,
Residing at 420 Howant Rd Oakville WA 98568
My Appointment Expires July 20, 2026

STATE of Washington)
) ss.
COUNTY of Grays Harbor

On this 12 day of December, 2023, personally appeared before me Charlotta Lopez to me known to be the Secretary of the Confederated Tribes of the Chehalis Reservation, and acknowledged this instrument to be the free and voluntary act and deed of the Confederated Tribes of the Chehalis Reservation for uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Signature
Marla Medina
Printed Notary Name
Notary Public in and for the State of Washington,
Residing at 420 Howant Rd Oakville WA 98568
My Appointment Expires July 20 2026

EXHIBIT A
Legal Descriptions

Portion of Anderson Road SW (North of 188th):

Those portions of the northwest quarter of Section 2, Township 15 North, Range 4 West, and of the southwest quarter of Section 35, Township 16 North, Range 4 West, of the Willamette Meridian, in Thurston County Washington, described as follows:

Beginning at the west quarter corner of said Section 2;

Thence along the south line of said northwest quarter South 86°58'22" East 30.02 feet;

Thence North 00°59'58" East 714.35 feet;

Thence South 89°00'02" East 1.16 feet;

Thence North 00°59'58" East 633.54 feet;

Thence South 86°46'02" East 176.61 feet;

Thence North 00°59'58" East 460.22 feet;

Thence North 89°00'03" West 177.00 feet;

Thence North 00°59'58" East 463.69 feet to the beginning of a curve to the right, having a radius of 17,146.00 feet;

Thence northerly along said curve through a central angle of 00°40'06" an arc distance of 598.67 feet to a point of tangency;

Thence North 02°59'57" East 90.08 feet to the beginning of a curve to the left, having a radius of 81,894.11 feet;

Thence northerly along said curve through a central angle of 00°08'24" an arc distance of 600.32 feet to a point of tangency;

Thence North 02°34'45" East 50.00 feet to the beginning of curve to the right, having a radius of 17,073.90 feet;

Thence along said curve through a central angle of 0°20'08" an arc distance of 396.25 feet to the beginning of a compound curve;

Thence along said curve through a central angle of 0°20'08" an arc distance of 228.79 feet to a point of non-tangency being referenced as Station 119+91.07 on the W.S.D.O.T. plan for US HWY-12 "Grays Harbor County Line to Grand Mound" on sheet 2 of 8;

Thence along the South and East lines of the US HWY-12 Right of Way per said plan through the following courses:

Thence North 82°50'15" West 8.80 feet;

Thence South 02°50'32" West 67.56 feet;

Thence South 87°09'28" West 14.00 feet;

Thence South 02°50'45" West 95.00 feet;

Thence North 87°09'15" West 16.00 feet to the West line of said southwest quarter of Section 35;

Thence along said West line South 02°50'45" West 1,522.68 feet to the southwest corner of said Section 35, also being the northwest corner of said Section 2;
Thence along the West line of said Section 2, South 00°59'58" West 2,544.61 feet to the west quarter corner of said Section 2 being the point of beginning.

See Exhibit "B-1" attached hereto and by this reference made a part hereof.

Together with;

Portion of Anderson Road SW (South of 188th):

Those portions of Anderson Road SW in Section 2, Township 15 North, Range 4 West, W.M., Thurston County, Washington, as further described below:

The West 30 feet of the Northwest Quarter of the Southwest Quarter of said Section, together with the West 20 feet of the Southwest Quarter of the Southwest Quarter of said Section.

See Exhibit "B-2" attached hereto and by this reference made a part hereof.

Together with;

Portion of Anderson Road SW (Gov Lot 5):

Those portions of Anderson Road SW in Gov. Lot 5 and the northwest quarter of the northwest quarter, Section 11, Township 15 North, Range 4 West, W.M., Thurston County, Washington, as further described below:

The West 20 feet of said Gov. Lot 5 together with the West 20 feet of the said northwest quarter of the northwest quarter of said Section 11.

See Exhibit "B-3" attached hereto and by this reference made a part hereof.

Together with;

Portion of Moon Road SW:

Those portions of the southeast quarter of Section 35, Township 16 North, Range 4 West, and of the southwest quarter of Section 36, Township 16 North, Range 4 West, and of the northeast quarter and the southeast quarter of Section 2, Township 15 North, Range 4 West, and of the northwest quarter and the southwest quarter of Section 1, Township 15 North, Range 4 West, all of the Willamette Meridian, in Thurston County, Washington, described as follows:

Beginning at the corner common to Sections 1 and 2 of Township 15 North, Range 4 West and of said Sections 35 and 36 of Township 16 North, Range 4 West, of the Willamette Meridian;

Thence along the section line common to said Sections 2 and 35 North 86°39'25" West 20.00 feet;

Thence North 02°11'08" East 20.00 feet;

Thence North 02°11'08" East 1,125.90 feet;

Thence North 04°28'00" East 145.08 feet to the southerly right of way of U.S. Route 12, as shown on the W.S.D.O.T. Right of Way map titled "SR 12 MP 39.65 to MP 40.03 Moon Rd. Vicinity", approved December 23, 1998;

Thence along said right of way South 83°15'34" East 40.03 feet;

Thence South 04°28'00" West 142.69 feet;

Thence South 02°11'08" West 1,125.86 feet to the south line of said southwest quarter of the southwest quarter of Section 36;

Thence along the line common to said Sections 1 and 36 North 86°47'55" West 20.00 feet to the point of beginning.

Together with the east 30 feet of the northeast quarter of said Section 2 and the east 20 feet of the southeast quarter of said Section 2;

Also, together with the west 20 feet of the northwest quarter and of the southwest quarter of said Section 1.

Also, together with that portion of said southeast quarter of Section 2 described as follows:

Commencing at the east quarter corner of said Section 2;

Thence along the east line of said northeast quarter of the southeast quarter South 01°46'45" West 1,011.59 feet to a B.L.M. brass monument;

Thence North 87°30'48" West 20.00 feet to the True Point of Beginning;

Thence South 01°48'06" West 270.35 feet;

Thence South 26°12'58" West 51.13 feet;

Thence South 28°25'39" West 51.43 feet;

Thence South 22°32'54" West 35.71 feet;

Thence South 17°55'12" West 25.73 feet to the beginning of a curve to the left, having a radius of 240.00 feet;

Thence southerly along the arc of said curve through a central angle of 10°11'24" 42.63 feet;

Thence South 07°43'48" West 20.00 feet to the beginning of a curve to the left, with a radius of 290.00 feet;

Thence southerly along the arc of said curve through a central angle of 10°49'30" 54.79 feet;

Thence South 03°05'42" East 49.86 feet;

Thence South 04°47'16" East 41.77 feet;

Thence South 07°33'33" East 225.06 feet;
Thence South 22°07'28" East 72.32 to a point lying 20 feet, measured at right angles,
from the east line of said southeast quarter of the southeast quarter;
Thence parallel with said east line South 01°46'31" West 44.10 feet;
Thence South 84°32'09" West 35.46 feet;
Thence North 05°18'37" West 112.30 feet;
Thence North 07°33'54" West 226.21 feet;
Thence North 04°42'41" West 41.90 feet;
Thence North 03°05'42" West 50.14 feet to the beginning of a curve to the right, with a
radius of 310.00 feet;
Thence northerly along the arc of said curve through a central angle of 10°49'30" 58.57
feet;
Thence North 07°43'48" East 20.00 feet to the beginning of a curve to the right, with a
radius of 260.00 feet;
Thence northerly along the arc of said curve through a central angle of 10°11'24" 46.24
feet;
Thence North 17°55'12" East 26.54 feet;
Thence North 22°32'54" East 37.54 feet;
Thence North 28°25'39" East 52.07 feet;
Thence North 26°12'58" East 66.05 feet;
Thence North 06°30'33" East 57.95 feet;
Thence North 04°31'54" East 51.63 feet;
Thence North 02°13'23" East 45.65 feet;
Thence North 00°54'04" East 93.24 feet to the north line of the south half of the
southeast quarter of the northeast quarter of the southeast quarter of Section 2;
Thence along said north line South 87°30'48" East 5.80 feet to the True Point of
Beginning.

All as shown on Exhibit "B-4" attached hereto and by this reference made a part hereof.

Together with;

Portion of 183rd Avenue SW:

Those portions of the Southeast quarter of Section 35, Township 16 North, Range 4
West, and of the Northeast quarter of Section 2, Township 15 North, Range 4 West, all
of the Willamette Meridian, in Thurston County, Washington, described as follows:

Commencing at the Northeast corner of Section 2

Thence along the North line of said section North 86°39'25" West 30.00 feet and the
TRUE POINT OF BEGINNING;

thence South 02°31'47" West 16.00 feet to the westerly Right of Way margin of Moon Rd SW and the southerly Right of Way margin of 183rd Ave SW;
thence along said southerly margin North 86°39'25" West 804.34 feet;
thence South 02°31'47" West 4.00 feet;
thence North 86°39'25" West 1833.07 feet;
thence North 03°20'36" East 50.00 to the northerly Right of Way margin of said Ave;
thence along said northerly margin South 86°39'25" East 1332.93 feet;
thence South 02°08'15" West 14.00 feet;
thence South 86°39'25" East 1313.74 feet to the westerly margin of Moon Rd SW;
thence South 02°11'08" West 16.00 feet to the north line of said Section; thence along said line North 86°39'25" West 10.00 feet to the TRUE POINT OF BEGINNING.

All as shown on Exhibit "B-5" attached hereto and by this reference made a part hereof.

Together with;

Portion of 188th Avenue SW:

Those portions of Section 2, Township 15 North, Range 4 West of the Willamette Meridian, in Thurston County, Washington, described as follows:

The South 20 feet of the northwest quarter except the West 30 feet;
Together with the South 30 feet of the Northeast Quarter except the East 20 feet;
Also, together with the North 20 feet of the Southwest Quarter except the West 30 feet;
Also, together with the North 30 feet of the Northwest Quarter of the Southeast Quarter;
Also, together with the North 20 feet of the Northeast Quarter of the Southeast Quarter except the East 20 feet.

All as shown on Exhibit "B-6" attached hereto and by this reference made a part hereof.

Together with;

Portion of 195th Avenue SW:

Those portions of land in Section 11, Township 15 North, Range 4 West of the Willamette Meridian, in Thurston County, Washington, described as follows:

A strip of land being the South 15 feet of the northwest quarter of the northwest quarter of said section 11, Except therefrom the West 20 feet. Together with a strip of land being the North 15 feet of Government Lot 5, of said section 11, Except therefrom the west 20 feet.

All as shown on Exhibit "B-7" attached hereto and by this reference made a part hereof.

EXHIBIT B
Maps

A PORTION OF SECTION 2, TOWNSHIP 15N, RANGE 4W, W.M.

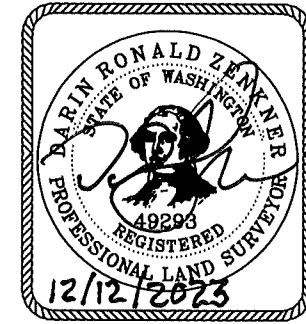
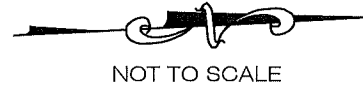
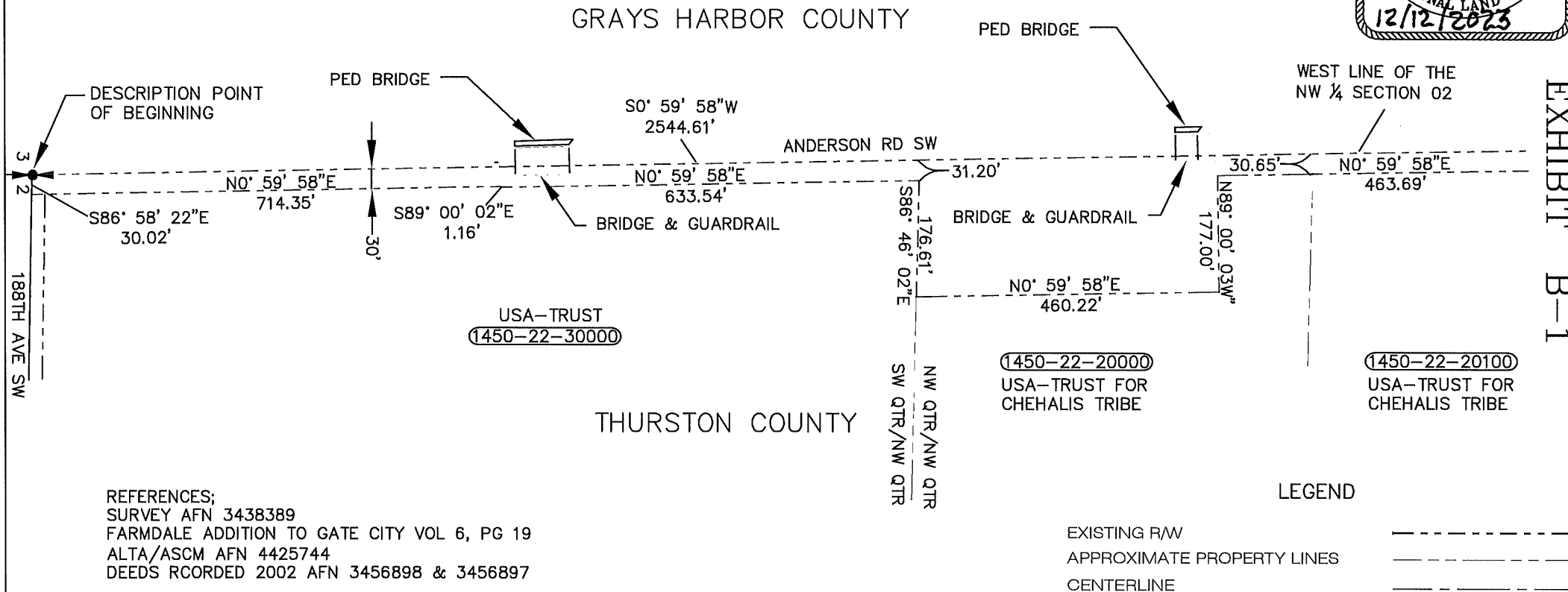


EXHIBIT "B-1"

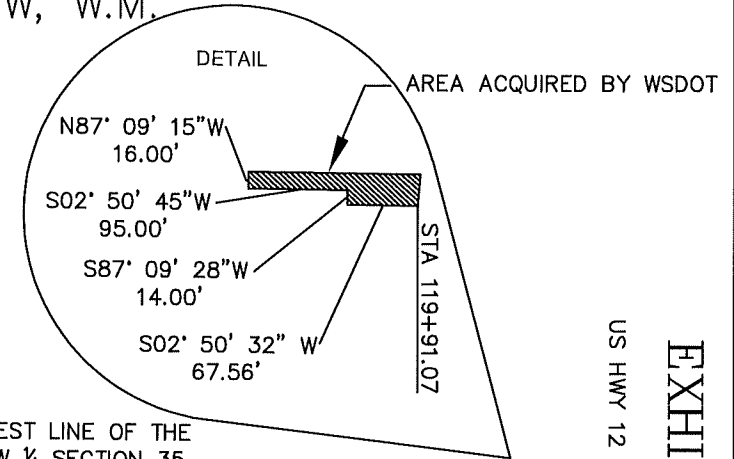


A PORTION OF SECTION 2, TOWNSHIP 15N, RANGE 4W, W.M.
AND SECTION 35, TOWNSHIP 16N, RANGE 4W, W.M.



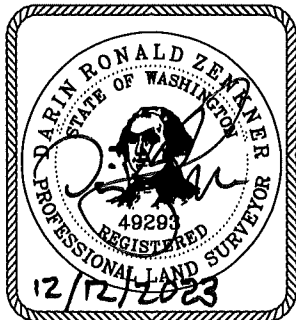
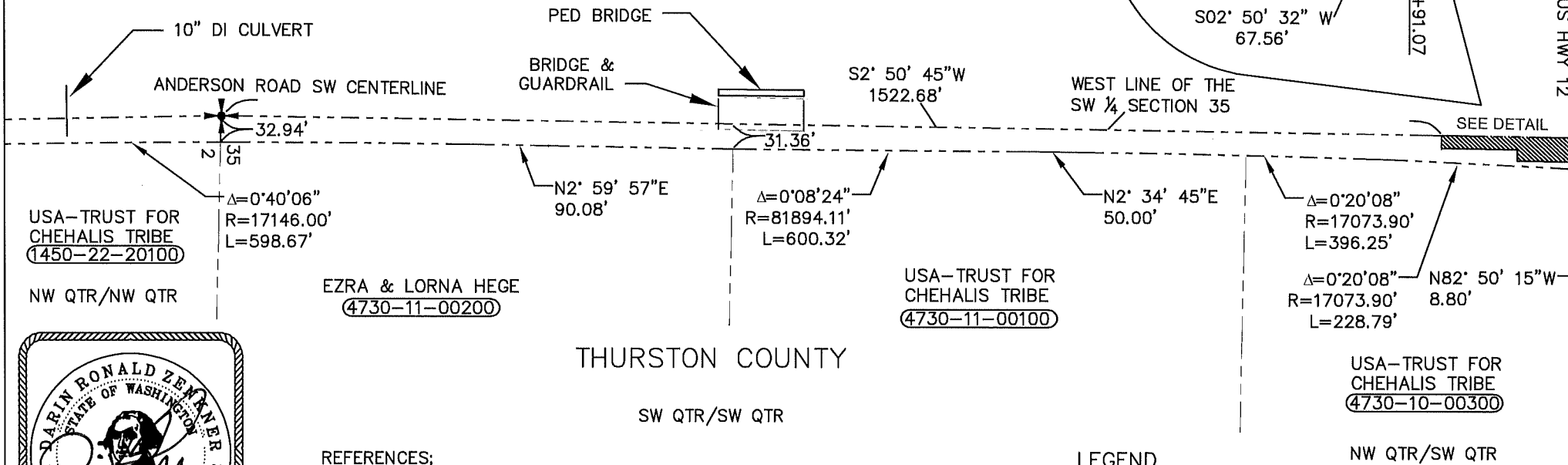
NOT TO SCALE

GRAYS HARBOR COUNTY



US HWY 12

EXHIBIT "B-1"



REFERENCES;
SURVEY AFN 3438389
FARMDALE ADDITION TO GATE CITY VOL 6, PG 19
ALTA/ASCM AFN 4425744
DEED RECORDED 2002 AFN 3476575
DEEDS RECORDED 3530786 & 3457969

LEGEND

EXISTING R/W
APPROXIMATE PROPERTY LINES
CENTERLINE

EXHIBIT "B-2"

CHEHALIS INDIAN RESERVATION
(1450-23-20500)

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
 (1450-23-30000)

188TH AVE SW

CHEHALIS INDIAN RESERVATION
(1450-23-20500)

NW/SW QTR
SW/SW QTR

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
(1450-23-30000)

ANDERSON ROAD SW

S3° 09' 12"W
1323.46'

S3° 09' 12"W
1323.46'

30'-

20'-

2 3

2 3 10 11

GRAYS HARBOR COUNTY

REFERENCES;
DEED RECORDED 1978 AFN1059088
DEED RECORDED 1931 AFN 232673

NOT TO
SCALE

LEGEND

EXISTING R/W
APPROXIMATE PROPERTY LINES
SECTION LINES



A PORTION OF SECTION 11, TOWNSHIP 15N, RANGE 4W, W.M.

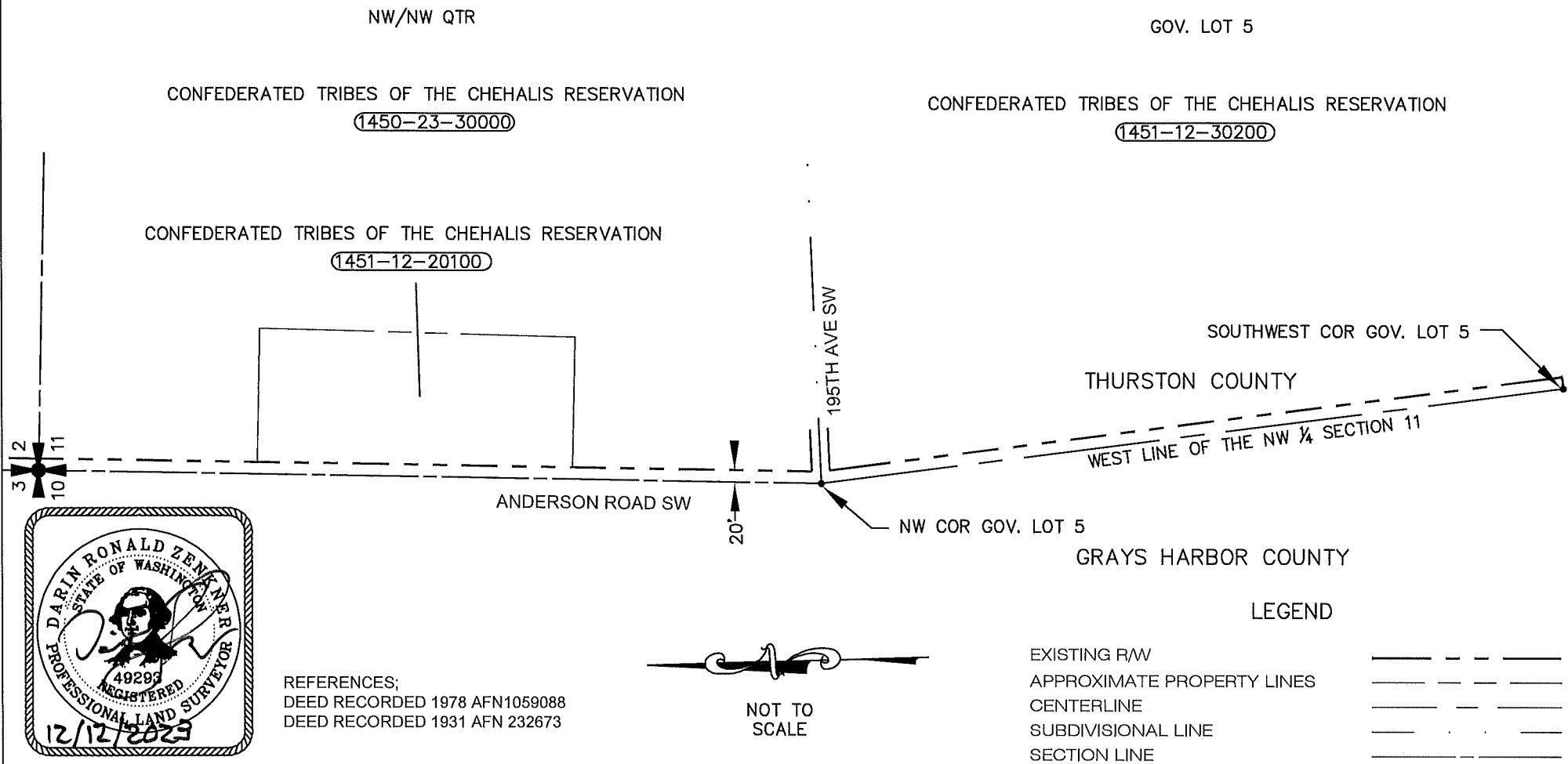


EXHIBIT "B-3"

A PORTION OF SECTIONS 1 & 2, TOWNSHIP 15N, RANGE 4W, W.M.



NOT TO SCALE

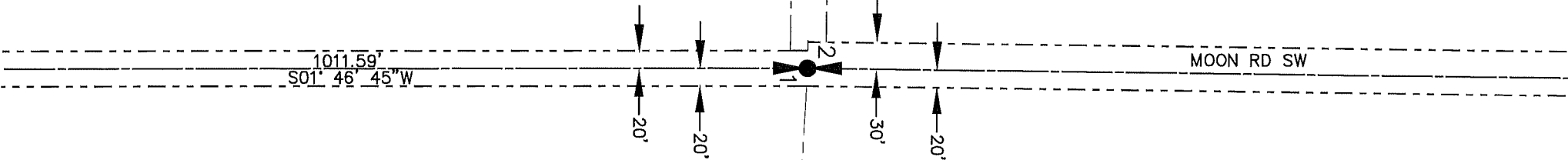
NE/SE QTR

SE/NE QTR

CHEHALIS INDIAN RESERVATION
(1450-24-10100)

CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
(1450-21-40000)

EXHIBIT "B-4"

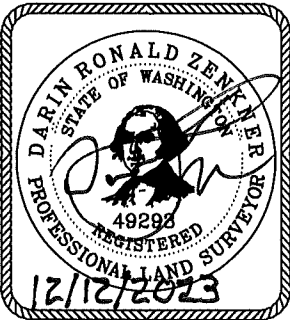


ROY RASANEN
(1450-13-20000)

ERIC LT JOHNSON
(1450-12-30000)

NW/SW QTR

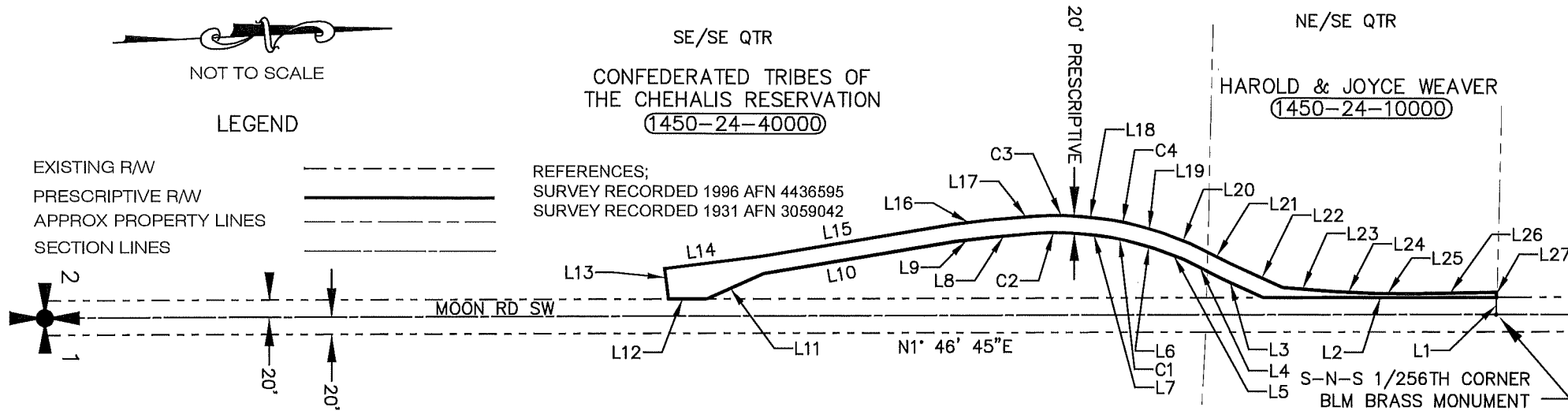
SW/NW QTR



LEGEND

- EXISTING RAW
- APPROXIMATE PROPERTY LINES
- SECTION LINES

A PORTION OF SECTIONS 1 & 2, TOWNSHIP 15N, RANGE 4W, W.M.
MOON RD SW



Line Table			Line Table			Line Table		
Line #	Distance	Bearing	Line #	Distance	Bearing	Line #	Distance	Bearing
L1	20.00	N87° 30' 48"W	L10	225.06	S07° 33' 33"E	L19	26.54	N17° 55' 12"E
L2	270.35	S01° 48' 06"W	L11	72.32	S22° 07' 28"E	L20	37.54	N22° 32' 54"E
L3	51.13	S26° 12' 58"W	L12	44.10	S01° 46' 31"W	L21	52.07	N28° 25' 39"E
L4	51.43	S28° 25' 39"W	L13	35.46	S84° 32' 09"W	L22	66.05	N26° 12' 58"E
L5	35.71	S22° 32' 54"W	L14	112.30	N05° 18' 37"W	L23	57.95	N06° 30' 33"E
L6	25.73	S17° 55' 12"W	L15	226.21	N07° 33' 54"W	L24	51.63	N04° 31' 54"E
L7	20.00	S07° 43' 48"W	L16	41.90	N04° 42' 41"W	L25	45.65	N02° 13' 23"E
L8	49.86	S03° 05' 42"E	L17	50.14	N03° 05' 42"W	L26	93.24	N00° 54' 04"E
L9	41.77	S04° 47' 16"E	L18	20.00	N07° 43' 48"E	L27	5.80	S87° 30' 48"E

Curve Table			
Curve #	Length	Radius	Delta
C1	42.68	240.00	10°11'24"
C2	54.79	290.00	10°49'30"
C3	58.57	310.00	10°49'30"
C4	46.24	260.00	10°11'24"

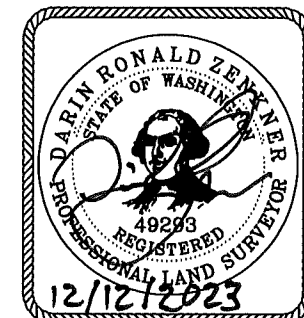


EXHIBIT "B-4"

A PORTION OF SECTIONS 1 & 2, TOWNSHIP 15N, RANGE 4W, W.M.

MOON RD SW

SE/NE QTR

NE/NE QTR

CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
(1450-21-40000)

CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
(1450-21-10100)

CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
(1450-21-10400)

BILL JOHNSON
(1450-21-10000)

10" DI Culvert

MOON RD SW

(SEE SURVEY AFN 4436594)

BRIDGE & GUARDRAIL

ERIC LT JOHNSON
(1450-12-30000)

ERIC LT JOHNSON
(1450-12-20100)

183RD AVE SW 35
36

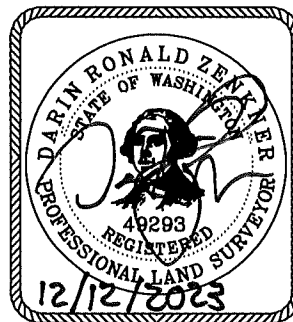
EXHIBIT "B-4"

SW/NW QTR

NW/NW QTR



NOT TO SCALE



LEGEND

EXISTING R/W

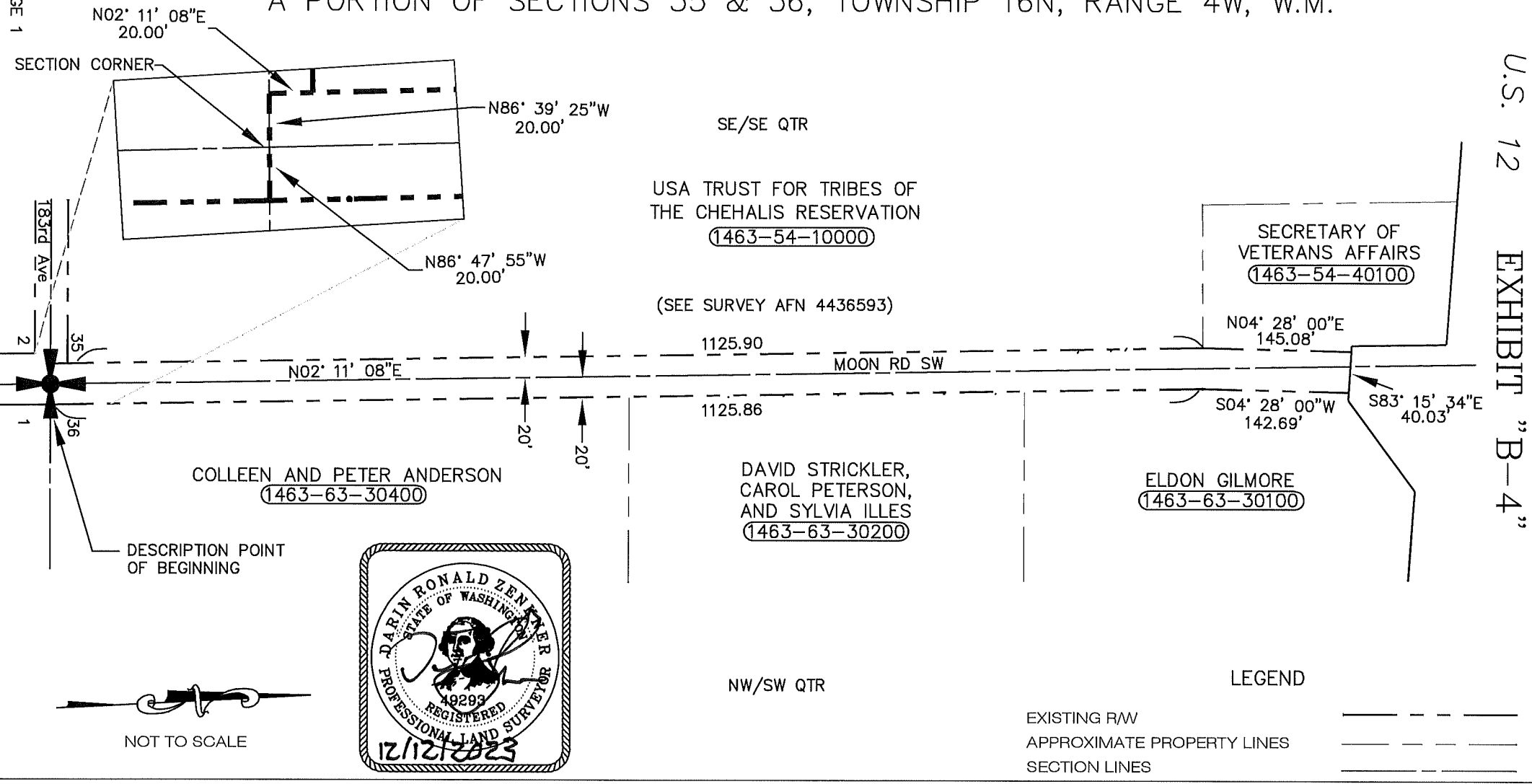
APPROXIMATE PROPERTY LINES

SECTION LINES

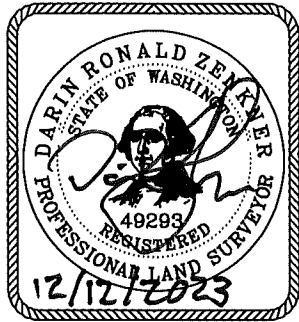


A PORTION OF SECTIONS 35 & 36, TOWNSHIP 16N, RANGE 4W, W.M.

U.S. 12 EXHIBIT "B-4"



A PORTION OF SECTION 2, TOWNSHIP 15N, RANGE 4W, W.M.
AND SECTION 35, TOWNSHIP 16N, RANGE 4W, W.M.



SE/SE QTR

USA TRUST FOR TRIBES OF
THE CHEHALIS RESERVATION
(1463-54-10000)

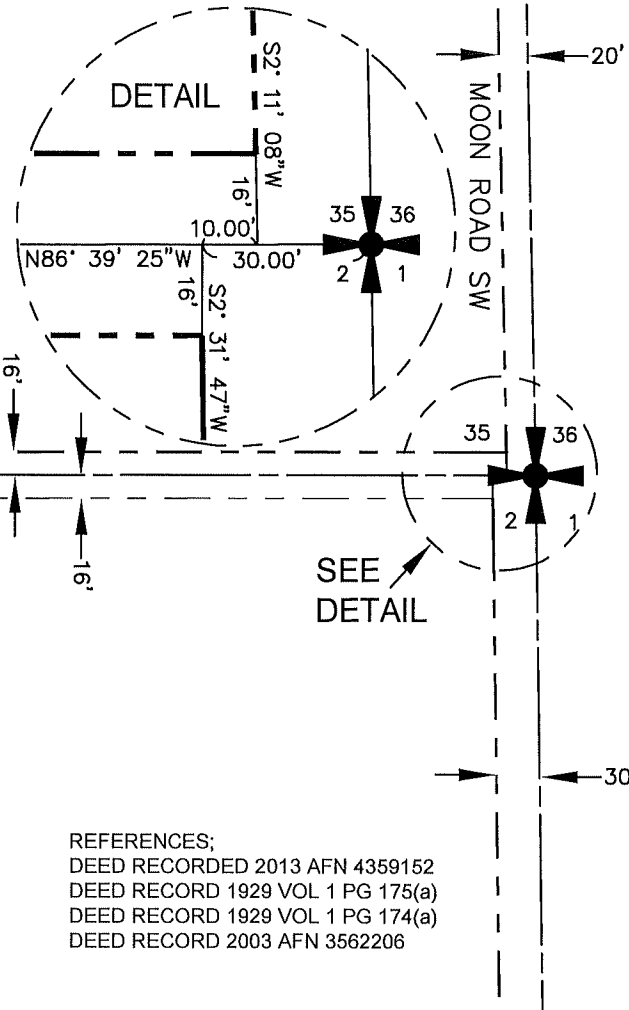


EXHIBIT "B-5"

CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
(1450-21-10400)

BILL JOHNSON
(1450-21-10000)

LEGEND

- NOT TO SCALE
- EXISTING R/W
 - APPROXIMATE PROPERTY LINES
 - SECTION LINES
 - SECTION CORNER

NE/NE QTR

REFERENCES;
DEED RECORDED 2013 AFN 4359152
DEED RECORD 1929 VOL 1 PG 175(a)
DEED RECORD 1929 VOL 1 PG 174(a)
DEED RECORD 2003 AFN 3562206

A PORTION OF SECTION 2, TOWNSHIP 15N, RANGE 4W, W.M.
AND SECTION 35, 16N, RANGE 4W, W.M.

SW/SE QTR

RANDALL & SHARON HURST
(1463-54-30101)

LL-0430
LOT 3
AFN 8709100134

RANDALL & SHARON HURST
(1463-54-30102)

LL-0430
LOT 2
AFN 8709100134

NOT TO SCALE

N3° 20' 36"E
50.00'

S86° 39' 25"E
1332.93'

183RD AVE. SW

1833.07'
N86° 39' 25"W

S2° 08' 15"W
14.00'

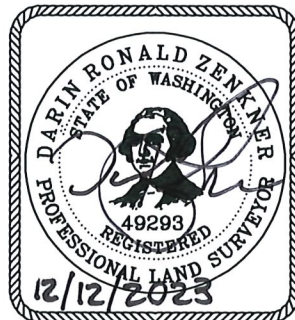
RANDALL & SHARON HURST
(1450-21-20100)

RANDALL &
SHARON HURST
(1450-21-20101)

RANDALL & SHARON HURST
(1450-21-20000)

LEGEND

EXISTING R/W
APPROXIMATE PROPERTY LINES
SECTION LINES
EASEMENT LINES
QUARTER CORNER



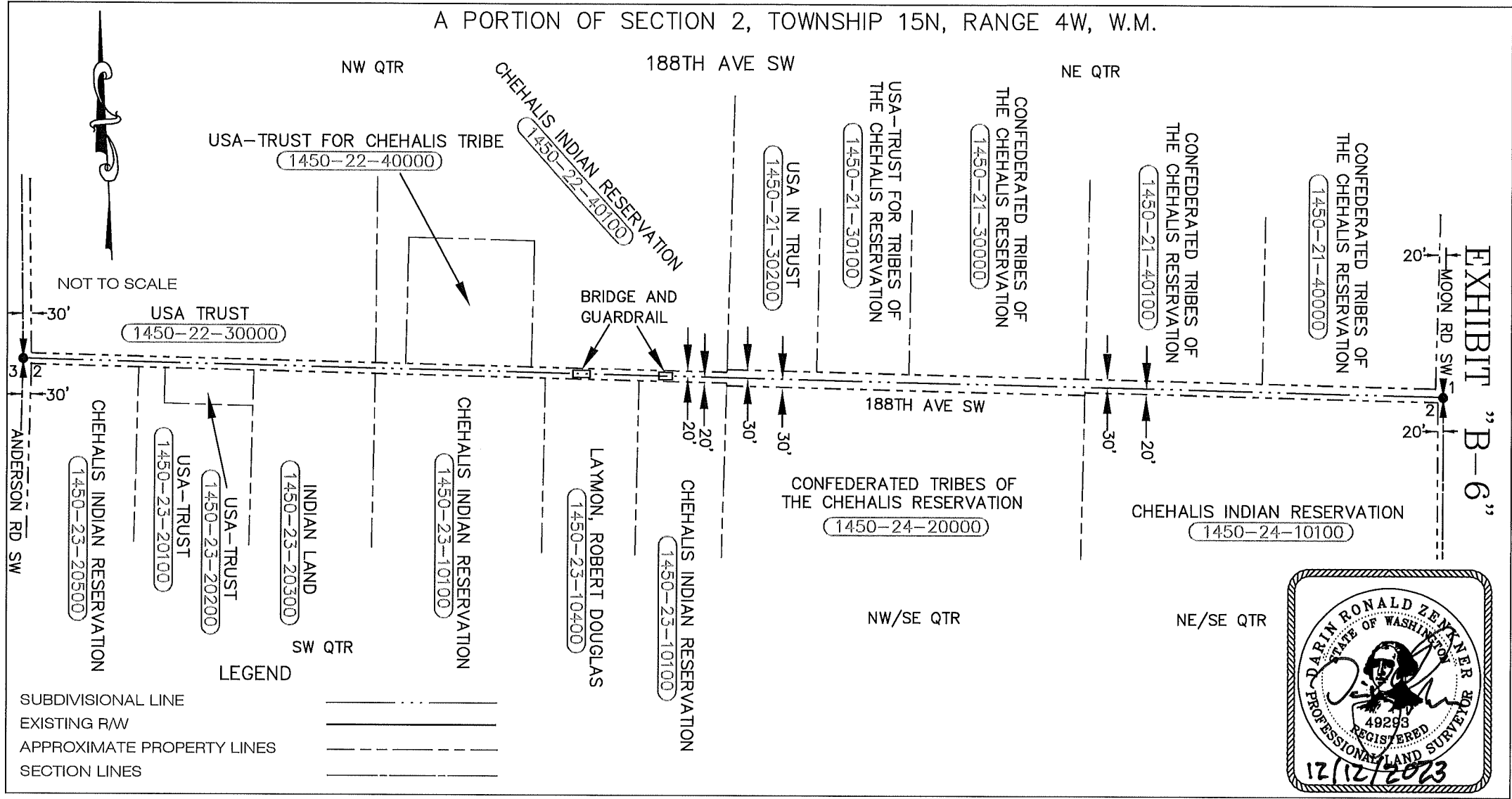
REFERENCES;
DEED RECORDED 2013 AFN 4359152
DEED RECORD 1929 VOL 1 PG 174(a)
DEED RECORD 1929 VOL 1 PG 175(a)
DEED RECORD 2003 AFN 3562206
SLOPE & CULVERT EASEMENT RECORDED 1981 AFN 8105180046
AND AFN 8106040003

NW/NE QTR

EXHIBIT "B-5"

EXHIBIT "B-6"

A PORTION OF SECTION 2, TOWNSHIP 15N, RANGE 4W, W.M.



A PORTION OF GOV. LOT 5, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 11, TOWNSHIP 15N, RANGE 4W, W.M.

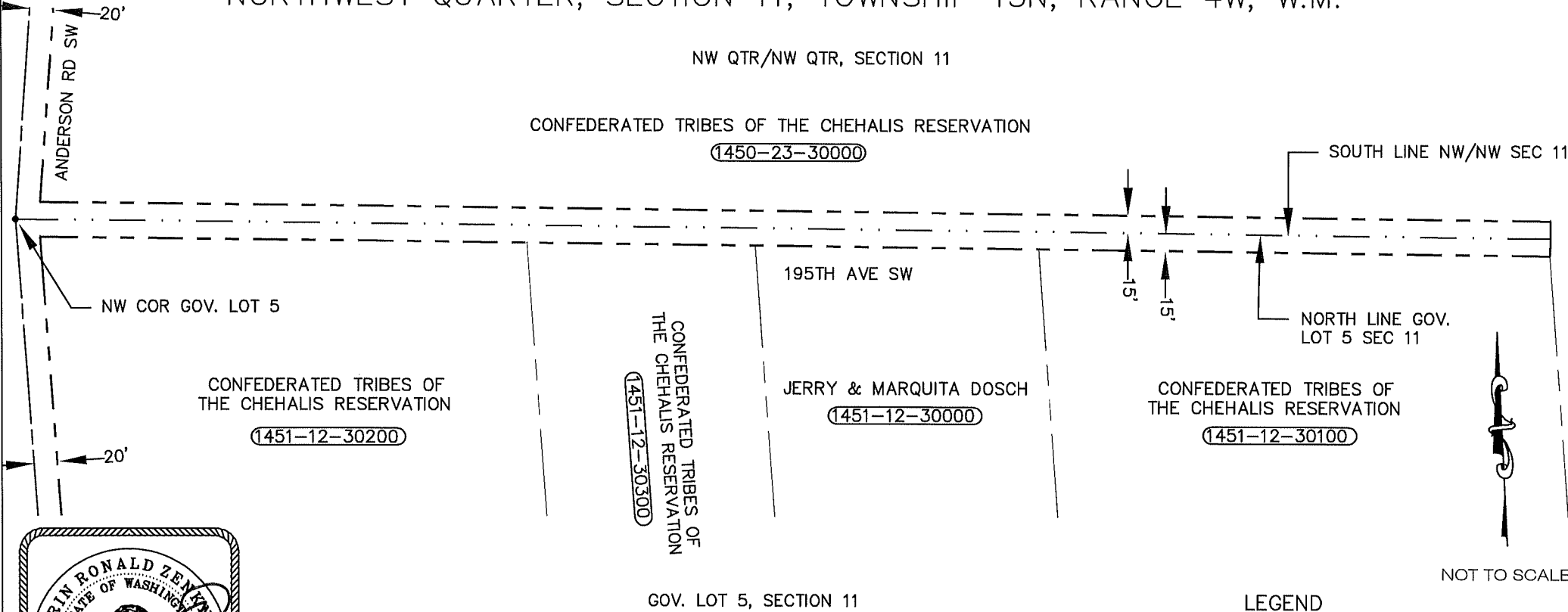
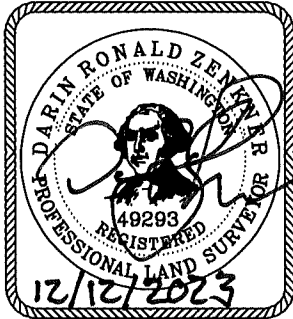


EXHIBIT "B-7"



REFERENCES;
DEED RECORDED 1931 AFN 232673

LEGEND

EXISTING RAW	— — — — —
APPROXIMATE PROPERTY LINES	- - - - -
SECTION LINE	=====
SUBDIVISIONAL LINE	=====