

Nos. 19-35807, 19-35821

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION,
Plaintiff/Appellant,

v.

KLICKITAT COUNTY, et al.,
Defendants/Appellees.

Appeal from the United States District Court
for the Eastern District of Washington
No. 1:17-cv-03192-TOR (Hon. Thomas O. Rice)

**BRIEF OF THE UNITED STATES AS AMICUS CURIAE IN SUPPORT OF
APPELLANTS AND AFFIRMANCE ON THE BOUNDARY ISSUE**

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INTEREST OF THE UNITED STATES

The Confederated Bands and Tribes of the Yakama Nation (“Nation”) sued Klickitat County, Washington (“County”), seeking a declaration that the County lacks certain criminal jurisdiction over land known as “Tract D,” a portion of which is located within the County. The County asserted in response that Tract D was not part of the Yakama Reservation (“Reservation”). The district court ruled for the Nation that Tract D was part of its Reservation, but against the Nation on the criminal-jurisdiction question.¹

Beside the Yakama Nation, the United States is the only party to the Treaty of 1855 (“Treaty”), which created the Yakama Reservation. Therefore, the United States has an interest in seeing that the Reservation boundary is correctly established. The district court’s ruling that Tract D is located within the Reservation should be affirmed because it accords with the best reading of the Treaty establishing the Reservation, because it is consistent with the United States’ governing survey of the Reservation, and because Congress has never changed the boundaries set by the Treaty.

¹ This Court recently resolved the criminal-jurisdiction question in *Confederated Tribes & Bands of Yakama Nation v. Yakima County*, No. 19-35199, 2020 WL 3495307 (9th Cir. June 29, 2020), consistent with the position argued by the United States as amicus curiae. Consequently, we do not address that question herein.

ADDENDUM

The Declaration of Bodie Shaw, which the United States filed in the district court, *see* ECF No. 76-1 (June 13, 2019), is included in the attached Addendum.

STATEMENT OF THE CASE

A. Historical record regarding the southwest boundary of the Reservation

1. Pre-treaty history of Tract D

The Nation proffered evidence that it used an area located within the present-day Tract D (and known as Camas Prairie) as a source of essential foods (including camas root and other tubers, and salmon) and as a communal gathering place. 1 E.R. 10-11; 9 E.R. 2030. In 1854, federal agents recommended that Camas Prairie be reserved for the Nation “as soon as possible” because of the site’s significant cultural and sustenance values and the likelihood that settlers would, if allowed, destroy these valuable resources. 1 E.R. 11.

2. Treaty history and text

In the Treaty, “the Yakamas granted to the United States approximately 10 million acres of land in what is now the State of Washington, *i. e.*, about one-fourth of the land that makes up the State today.” *Washington State Department of Licensing v. Cougar Den, Inc.*, 139 S. Ct. 1000, 1007 (2019). The Nation retained the Reservation as a homeland. The directions establishing the western and southwestern boundaries of that homeland (“treaty calls”) are as follows:

thence southerly along the main ridge of [the Cascade] mountains, passing south and east of Mount Adams, to the spur whence flows the waters of the Klickitat and Pisco Rivers; thence along said divide to the divide separating the waters of the Satass River from those flowing into the Columbia River

8 E.R. 1742, art. 2. The Treaty also provided that the Reservation “shall be set apart and, so far as necessary, surveyed and marked out.” *Id.* The United States kept official minutes of the proceedings (“Treaty Minutes”). Then-Territorial Governor Isaac Stevens also executed a contemporaneous map (“Treaty Map”), which was displayed to negotiators. The Treaty Map showed the far southwestern corner of the Reservation wrapping around the west side of Mt. Adams and continuing south for a distance before heading east, *see* 10 E.R. 2230, and it appears to include Tract D. The United States thereafter misplaced the Treaty Map, and it was not rediscovered until 1930.

3. Early maps and survey history of the Reservation

For more than thirty years post-Treaty, no attempt was made to survey the Reservation’s southwestern boundary or any portion of the western boundary.² In 1890, pursuant to a contract with the United States, George A. Schwartz surveyed the southern and western boundaries of the Reservation. That survey was approved by the surveyor-general for Washington State the same year. 12 E.R.

² The Reservation’s southern boundary, which was surveyed in 1861 and which terminates at Grayback Mountain, is not at issue here. *See* 12 E.R. 2636.

2623. Schwartz admitted that he departed from the Treaty text, which places the western boundary along the main ridge of the Cascade Mountains. 12 E.R. 2624. But because the Treaty does not expressly call for crossing the Klickitat River, Schwartz terminated the southwestern corner east of the River, and substantially east of the Cascades. *Northern Pacific Railway Co. v. United States*, 227 U.S. 355, 362 (1913); *see also* 9 E.R. 2030. Schwartz's survey excluded the western half of the present-day Reservation and therefore did not include Tract D.

Prompted in part by the Nation's dissatisfaction with the Schwartz survey, E.C. Barnard (a topographer for the United States Geological Survey) conducted a follow-up survey and reported his results in 1900. 12 E.R. 2622. Barnard himself acknowledged that the "important clause of this treaty is that the summit of the Cascade Mountains should form a part of the western boundary." 12 E.R. 2620. But rather than proceeding "southerly along the main ridge" of the Cascade Mountains and then passing "south and east of Mount Adams" to a "spur," as called for in the Treaty text, Barnard drew a western boundary composed of two arbitrary, straight lines, both entirely east of the main ridge of the Cascade Mountains. 12 E.R. 2621.

The first line went from Spencer Point in the northwestern corner of the Reservation, south to what Barnard called "a conical hump," or Goat Butte, which was located northeast of Mt. Adams. The second line went from that hump

directly southeast to Grayback Mountain. *Id.*; *see also* 12 E.R. 2628. Barnard thus pushed his survey lines further west and closer to their present-day positions than the Schwartz survey. Barnard's survey nevertheless cut off Tract D to the south and other lands on the western boundary that the Nation maintained were included within the Reservation.

4. 1904 Act

In the late nineteenth century, congressional policy turned towards the “allotment” (i.e., distribution to individuals) of tribal lands previously held in common. The General Allotment Act of 1887, ch. 119, 24 Stat. 388, authorized the President to survey and divide tribal lands into allotments for individual Indians. After being allotted to individual Indians, “surplus” reservation land would be available for sale to non-Indians.

Congress authorized negotiations for allotment purposes with Yakama representatives between 1896 and 1901 but no agreement to allot the Reservation was concluded. 8 E.R. 1839. A substantial obstacle was the Nation's concern about the erroneous western boundary shown on prior federal surveys. 12 E.R. 2617; S. Doc. No. 337, 63rd Cong., 2d Sess., 155-56 (1913). In 1904, Congress enacted a statute authorizing the sale of surplus Reservation lands, the proceeds from which were to be deposited in the U.S. Treasury for the Nation's benefit. Act of Dec. 21, 1904, ch. 22, 33 Stat. 595 (8 E.R. 1813-16). The Act also expressly

recognized as part of the Reservation “the tract of land adjoining the[] present reservation on the west, excluded by erroneous boundary survey [the Schwarz survey] and containing approximately [293,837] acres.” *Id.*, § 1, 33 Stat. at 596 (8 E.R. 1814). A subsequent 1907 survey “to define and mark” the western boundary recognized by the 1904 Act still largely tracked the straight-line Barnard survey. *See* 9 E.R. 2030.³

5. Discovery of the Treaty Map and later surveys

The Treaty Map was found in the files of the Department of the Interior (“Interior”) in 1930, 75 years after the Treaty was signed. The discovery prompted Interior to insist on reviewing its surveyed line. 10 E.R. 2240. It thus commissioned a “reconnaissance cadastral and topographic survey,” which was led by cadastral engineer E.D. Calvin and completed in 1932 (“1932 Survey”). *Yakima Tribe v. United States*, 16 Ind. Cl. Comm. 536, 548-49 (1966). Interior topographic engineer F. Marion Wilkes issued a report the same year in support of the 1932 Survey (“Wilkes Report”). *Id.* at 550. This report showed that there is indeed a well-defined ridge or “spur” running southerly from Mount Adams,

³ After the 1904 Act, the United States sought to recover lands between the Schwartz and Barnard lines that had been erroneously patented. The Supreme Court held in the United States’ favor by endorsing the “correctness of the Barnard survey” as to the western boundary. *Northern Pacific*, 227 U.S. at 366. Future surveys, however, corrected the western boundary according to the Court’s additional conclusion that it should follow the main ridge of the Cascades. *Id.* at 359-71.

thence easterly to Grayback Mountain, “follow[ing] the treaty reading and map as closely as is possible when applying present known topography to conditions as the treaty makers understood them to be.” 10 E.R. 2241.

In 1939, Interior informed Congress that “[a]s a result of an exhaustive study, extending over a period of years, this Department has heretofore concluded that the boundary claims of the Yakima Indians are meritorious.” 9 E.R. 1853. Interior stated its view “that in order to satisfy the calls of the treaty, this natural boundary [as surveyed in 1932] should have been followed in establishing the southwest boundary of the reservation, rather than the straight line arbitrarily drawn to mark the present southwest boundary between Grayback Mountain and Mount Adams.” 9 E.R. 1854-55.

In 1978, Interior’s Bureau of Land Management (“BLM”) authorized a survey of the southwestern boundary of the Reservation. 10 E.R. 2195. That survey was completed in 1981 and approved by BLM in 1982 (“1982 Survey”). 11 E.R. 2508; 12 E.R. 2612; *see also* Addendum 5 (BLM map). The 1982 Survey remains the definitive federal survey of the southwestern boundary and includes Tract D within the Reservation boundaries.

B. Other federal analyses of the Reservation boundaries

1. Indian Claims Commission

In 1946, Congress established the Indian Claims Commission (“ICC”) to adjudicate historic claims by tribes against the United States. Indian Claims Commission Act, ch. 959, 60 Stat. 1049 (1946). The ICC was authorized to grant money damages, but not title to land or equitable relief. *E.g.*, *United States v. Mitchell*, 445 U.S. 535, 539 (1980). In 1949, the Yakama Nation petitioned the ICC, alleging that lands in Tract D were properly reservation lands and that title to some of these lands had been sold without compensation to the Nation. *See Yakima Tribe v. United States*, 158 Ct. Cl. 672, 676 (1962). For the ICC to determine the Nation’s entitlement to monetary relief, it first had to determine the correct reservation boundary.

The United States initially argued that the boundary was conclusively determined by the Supreme Court in *Northern Pacific* and therefore excluded Tract D. *See id.* at 680 n.2. That argument, although accepted by the ICC, was rejected by the Court of Claims on appeal. *Id.* at 679-80. On February 25, 1966, the ICC concluded on remand that “‘Tract D’ was intended to be included within the Yakima Reservation.” *Yakima Tribe*, 16 Ind. Cl. Comm. at 551. The ICC found the treaty calls relating to the southwest border “impossible,” *id.*, because they did “not fit the actual topography.” *Id.* at 560. There was “no spur . . . ‘whence flows

the waters of the Klickitat and Pisco (now the Toppenish) Rivers,’” as called for in the Treaty. *Id.* The Treaty Map, which “show[ed] a boundary which extends a considerable distance due south of Mount Adams,” was particularly pertinent to the ICC. *Id.* at 555, 563. The ICC concluded that the Tract D boundary best satisfied the treaty calls, as well as the intent of the Treaty makers, because it followed “a distinct spur which runs southerly and easterly from the southern slopes of Mount Adams.” *Id.* at 563-64.

Following these decisions, the United States and the Yakama Nation settled the Tract D-related takings claim in 1968. 10 E.R. 2164. That settlement, as entered by the ICC, compensated the Nation for the loss of title to those lands within Tract D that had been transferred to private ownership without compensation to the Nation. Since the ICC final judgment, federal agencies have consistently treated Tract D as part of the Reservation.

2. Executive Order 11670

The ICC severed the Nation’s claim for restoration of Indian title to approximately 21,000 acres in the northern portion of Tract D that had been withdrawn by Presidential Proclamation in 1907 and were then part of Gifford Pinchot National Forest. 12 E.R. 2817-18, 2829; *see also* 9 E.R. 1877 (showing severed Docket 47-B). As explained below, the Nation’s claims in this portion of the ICC proceeding were resolved by the return of federal lands.

In 1972, Attorney General Mitchell issued an opinion concluding that the taking of *reservation* lands in Tract D was not authorized by Congress, because the statute authorizing the President to reserve forest lands prohibited modification of existing Indian treaty reservations. 9 E.R. 1870; *see also* Addendum 7-11. Relying on this opinion, President Nixon on May 23, 1972 issued Executive Order 11670, “Providing for the Return of Certain Lands to the Yakima Indian Reservation.” 9 E.R. 1874-76. That Executive Order directed Interior “to assume jurisdiction over the [21,000-acre] tract of land . . . and to administer it for the use and benefit of the Yakima Tribe of Indians as a portion of the reservation created by the Treaty of 1855, 12 Stat. 951.” 9 E.R. 1876. These lands are now held in trust for the Nation.

C. Proceedings below

At the district court’s invitation, the United States and the State of Washington filed briefs as *amicus curiae* for the limited purpose of opining on the Tract D dispute. 6 E.R. 1215. The United States argued in support of the Nation that Tract D was part of the Reservation. 5 E.R. 982-83. The State of Washington took no formal position on the boundary issue, and it presented no facts inconsistent with Tract D’s reservation status, as well as some facts consistent with treating Tract D as part of the Reservation. For example, the State explained that regulation of Tract D lands under the Clean Water Act is carried out by the

U.S. Environmental Protection Agency (“EPA”), not by the State Department of Ecology. *See* 4 E.R. 901-02.

The district court entered judgment in favor of the Nation on the Reservation issue (declaring that Tract D is within the Reservation) and in favor of the County on the criminal jurisdiction issue (declaring that it has the disputed jurisdiction within the Reservation).

SUMMARY OF ARGUMENT

The district court’s determination that Tract D falls within the boundaries of the Reservation established by the Treaty should be affirmed. That determination is consistent with the best reading of the Treaty. It also is consistent with the BLM’s dispositive 1982 Survey of the Reservation boundaries, which is entitled to this Court’s deference and which unambiguously shows Tract D within its boundaries. Finally, Congress has not modified the boundaries as reserved in 1855.

ARGUMENT

- I. The 1982 Survey is consistent with the best interpretation of the Treaty.**
 - A. The 1982 Survey most closely describes the southwestern boundary intended by the parties in the Treaty of 1855.**

Because the 1982 Survey best reflects the intention of the parties to the Treaty, the district court rightly held that the 1982 Survey “marks the correct

southwestern boundary of the Yakama Nation Reservation.” 1 E.R. 23. “Indian treaties ‘must be interpreted in light of the parties’ intentions, with any ambiguities ‘resolved in favor of the Indians.’” *Herrera v. Wyoming*, 139 S. Ct. 1686, 1699 (2019) (quoting *Minnesota v. Mille Lacs Band of Chippewa Indians*, 526 U.S. 172, 206 (1999)). A treaty’s words must be construed “in the sense in which they would naturally be understood by the Indians.” *Herrera*, 139 S. Ct. at 1699 (quoting *Washington v. Washington State Commercial Passenger Fishing Vessel Ass’n*, 443 U.S. 658, 676 (1979)).

Here, the district court correctly concluded that the Treaty’s call for a southwestern boundary “passing south and east of Mount Adams, to the spur whence flows the waters of the Klickitat [sic] and Pisco Rivers; thence down said spur to the divide between the waters of said rivers” is ambiguous in part. The district court reasoned that “these features do not exist between said rivers south of Mount Adams,” 1 E.R. 15—a factual finding that the County does not meaningfully dispute. *See* Klickitat Opening Brief at 37 (misquoting the court as simply concluding that no such divide “exists,” without qualification). The district court’s legal conclusion accords with the Wilkes Report, which states that this “part of the description contains the ambiguity which has caused most of the confusion on the west and south boundaries.” 10 E.R. 2240; *see also id.* (“[U]ntil

one studies the Stevens map submitted with the treaty, it is hard to satisfy the call of the treaty.”).

The 1982 Survey represents the best resolution of this ambiguity because it is the only survey that comports with the non-ambiguous treaty calls. First, the southwestern corner of the Reservation is supposed to “pass[] south and east of Mount Adams,” instead of excluding the mountain. In 1913, while evaluating where the western Reservation boundary lay, the Supreme Court concluded that the Reservation must include Mt. Adams. *See Northern Pacific*, 227 U.S. at 360 (rejecting the railroad’s argument that “the words ‘passing south and east of Mount Adams’ qualified the word ‘mountains,’” which would mean that the Treaty intended to identify not *the* main ridge, but only *a* main ridge “passing south and east of Mount Adams”).

The Barnard survey, in contrast, departs the Cascades *north* of Mount Adams instead drawing the line to the conical hump at Goat Butte, which is *northeast* of Mount Adams. *See, e.g.*, 11 E.R. 2651; 10 E.R. 2239-40 (describing “the Conical Hump (Goat Butte)” as “east of Mt. Adams” and stating “[t]here is no logical connection between the treaty and the Barnard survey or that part of the Pecore Survey from where it leaves the summit of the Cascades by way of the Mt. Adams mill and Grayback Peak”). As the Wilkes Report explained: “None of the past surveys have ever passed south and east, not southeast, but south then east

of Mt. Adams.” 10 E.R. 2240; *see also* 1 E.R. 27 (declaring the Barnard Survey’s southwestern boundary “categorically wrong”).

Second, the 1982 Survey marks the only boundary that actually follows a “spur” off the main ridge of the Cascades. The Treaty calls for a boundary coming from the north, “passing south and east of Mount Adams, to the spur whence flows the waters of the Klickitat and Pisco Rivers; thence down said spur to the divide between the waters of said rivers.” 8 E.R. 1742, art. 2. As the district court concluded, south of Mount Adams there is no spur from which the Klickitat and Pisco Rivers flow, and there is no divide between them. 1 E.R. 15.⁴ But the spur identified in the 1982 Survey does divide the Klickitat and *White Salmon* Rivers. There is evidence that U.S. negotiators often confused the rivers in this area. *See Northern Pacific Railway Co. v. United States*, 191 F. 947, 950 (9th Cir. 1911), *aff’d* 227 U.S. 355 (1913); 12 E.R. 2627 (transposing the Klickitat and White Salmon Rivers). The Supreme Court also cautioned against allowing this particular call to “dominat[e] all other calls,” instead counseling in favor of “attempting to give them all effect from a consideration of the topography . . . and the testimony.” *Northern Pacific*, 227 U.S. at 362 (finding that Schwartz erred by

⁴ Even if such a divide existed elsewhere, as the County argued, and were this theory permissibly before the Court, it would not cure the ambiguity created by trying to reconcile the treaty call to “pass[] south and east of Mount Adams” with such a divide located northeast of the mountain. 8 E.R. 1742, art. 2.

insisting that the boundary follow the divide between the Klickitat River and Toppenish Creek).

In these respects, the 1982 Survey closely mirrors the Treaty Map and is consistent with the Treaty Minutes. The Map shows the southwestern boundary of the Reservation continuing south along the Cascade Mountains past Mount Adams before making a nearly 90-degree turn east to meet the actual divide between the Klickitat River and Satus River. *See* 10 E.R. 2230; 1 E.R. 13-14. As Wilkes wrote in 1933, “from this map it is apparent that the makers of the treaty intended to take in a large area south of Mt. Adams” and that this area “would include the area around Glenwood.” 10 E.R. 2232-33. While the 1982 Survey does not match the Treaty Map in every respect, the two are in alignment regarding the critical treaty calls.

The 1982 Survey is also consistent with Governor Stevens’ representation to Yakama Nation representatives, as captured in the Treaty Minutes. Stevens described the western boundary as moving “down the main chain of the Cascade mountains south of Mount Adams, then along the Highlands separating the Pisco and the Sattass river from the rivers flowing into the Columbia.” 9 E.R. 1971; *see also* 8 E.R. 1750 (the Reservation “afford[s] a fine range for roots, berries and game”). Given that “Governor Stevens was not giving the Yakama Nation a reservation, [but] the Yakama Nation was reserving these lands for themselves,”

1 E.R. 27, it is likely that the agreement of the parties included Camas Prairie—an area highly-valued by the Tribe—within the lands reserved, *see* 1 E.R. 15.

The Supreme Court has long recognized the need to refrain from judicial second-guessing of congressionally authorized surveying activities. In *Cragin v. Powell*, 128 U.S. 691, 698-99 (1888), the Court admonished that “the power to make and correct surveys of the public lands belongs to the political department of that government, and that, while the lands are subject to the supervision of the general land-office, the decisions of that bureau in all such cases . . . are unassailable by the courts, except by a direct proceeding.” The Court’s emphasis on repose is animated not only by the need to defer to Executive Branch expertise, but also by concern for the “great confusion and litigation [that] would ensue” were courts permitted to overturn public surveys. *Id.* at 699.

These principles support affirmance of the district court here. The 1982 Survey represents the definitive version promulgated by BLM, the agency with delegated responsibility for establishing reservation boundaries and correcting any errors in public land surveys. 1 E.R. 23-24 (citing 25 U.S.C. § 176 and 43 U.S.C. § 772). The 1982 Survey showing Tract D as part of the Reservation best accords with the Treaty text, Treaty Map, and Treaty Minutes. Moreover, as explained further below, the survey also is consistent with federal practice since 1968. Interior’s reliance on it is therefore entitled to deference.

Interior's earlier, faulty surveys, in contrast, cannot be relied on to diminish the Reservation. A government surveyor has "no authority to exclude any of the reserved lands from the boundaries of the reservation." *United States v. Romaine*, 255 F. 253, 260 (9th Cir. 1919). Only Congress has the authority to alter Indian Reservations and alienate trust lands. *Nebraska v. Parker*, 136 S. Ct. 1072, 1078-79 (2016). Thus, an "error in failing to extend the survey so as to include the lands in controversy cannot prejudice the rights of the Indians" or supplant Congress's authority. *Romaine*, 255 F. at 260; *see also Northern Pacific*, 227 U.S. at 373.

The passage of time since the 1982 Survey (and since the 1932 Survey before that) likewise counsels in favor of leaving the recognized boundary undisturbed. As between the two parties to the Treaty, the United States and the Nation, the southwestern Reservation boundary has been settled for more than fifty years. Faced with a third-party challenge to that boundary after such a long time, this Court should decline to overthrow invalidate Interior's longstanding interpretation.⁵

⁵ In this Court, the County presents evidence of an alternative southwestern boundary that differs from both the Barnard and 1982 Surveys. *See Klickitat Opening Brief* at 42. The district court previously ruled this evidence inadmissible, and the County has not appealed this ruling. *Compare* 5 E.R. 1052 (seeking to exclude presentation of an alternative ridge north of Tract D) *with* 3 E.R. 518-22 (sustaining the objection "as to the physical features north of Camas Prairie that could satisfy the calls in the Treaty"). The record, which reflects that "[t]here is no well-defined spur from Mt. Adams to Signal Peak," 10 E.R. 2241, also directly contradicts the County's belated argument.

B. Analyses and actions by federal entities for more than fifty years confirm that Tract D belongs in the Reservation.

Since the re-discovery of the Treaty Map in 1930, much of the confusion about the boundaries of the Reservation caused by erroneous federal surveys in the late nineteenth and early twentieth centuries has been put to rest. Any residual division within the federal government on this matter was resolved by the ICC's determination that Tract D is within the Reservation. The southwestern boundary set forth in the 1982 Survey accords with that decision, with Executive Order 11670, and with federal agencies' subsequent treatment of Tract D for more than fifty years.

1. The decision of the Indian Claims Commission that Tract D is in the Yakama Reservation should be given significant weight.

The decision of the ICC, which is reflected in the 1982 Survey, is persuasive authority that Tract D is within the Reservation. It should be given significant weight because of the rigor of the ICC's review and analysis, and because the ICC's decision was intended to permanently resolve the Nation's claim to Tract D.

The ICC's 1966 opinion represents that tribunal's considered judgment based on a full review of the evidence, including the Treaty Map, after 17 years of contested litigation. The ICC concluded that including Tract D in the reservation was most consistent with the "intention of the treaty makers," especially in light of the "concession [that] must be made to the understanding of the Indians." *Yakima*

Tribe, 16 Ind. Cl. Comm. at 556 (citing *Northern Pacific*, 227 U.S. at 362). In particular, the ICC found that the Treaty Map “indicate[d] . . . that the reservation boundary was intended to follow the Cascades passing to the south of Mount Adams before turning east,” and it “extend[ed] a considerable distance due south of Mount Adams.” *Id.* at 562-63. The ICC determined that the Tract D boundary satisfied the treaty calls because it followed a spur that, while not one from “whence flows the waters of the Klickitat and Pisco [Toppenish] Rivers,” nonetheless “runs southerly and easterly from the southern slopes of Mount Adams.” *Id.* at 563-64. Failure to meet both characteristics was not determinative because—like the district court here—the ICC found no spur that did. *Id.* at 560.

The ICC decision is not only persuasive authority; it is also binding on the United States and the Yakama Nation, the only parties to the Treaty. Moreover, Congress intended that the ICC should “dispose of the Indian claims problem with finality.” H.R. Rep. No. 79-1466, at 10 (1945). In light of the ICC’s in-depth consideration of the issues, and of the binding effect of its decision on the Treaty parties, this Court should afford considerable weight to the ICC’s conclusion that Tract D forms part of the Reservation.

2. Executive Order 11670 returned National Forest land in Tract D to the Yakama Nation because it was part of the Reservation.

The 1982 Survey also aligns with Executive Order 11670, which returned to the Nation approximately 21,000 acres in Tract D that had been “mistakenly” made part of the Gifford Pinchot National Forest. 9 E.R. 1875. President Nixon’s decision to issue the Executive Order was based on the understanding that the 21,000 acres were within the Reservation. *See* 9 E.R. 1876 (describing the 21,000 acres as “a portion of the reservation created by the Treaty of 1855”). Because these lands had always been part of the Reservation, President Roosevelt had lacked authority to “take” these lands for part of the forest reserve. Thus, Executive Order 11670 confirms the understanding of the Executive Branch that Tract D is part of the original Reservation.

3. Since 1966, federal agencies have consistently treated Tract D as part of the Yakama Reservation.

Based on federal surveys since 1930, on the ICC’s 1966 decision, and on Executive Order 11670, federal agencies have treated Tract D as part of the Reservation for at least fifty-two years. This has been the view of Interior for even longer, at least since the 1932 re-survey the southwestern boundary following discovery of the Treaty Map. *See, e.g.*, 9 E.R. 2033-34 (concluding in 1930 that “the southwestern boundary of the reservation was intended to follow the spur from the southeast slope of Mount Adams (this spur being the divide between the

waters of the White Salmon and the Klickitat Rivers) and that it was intended to follow said spur south and west of Camas Prairie”). Following the ICC decision, Interior’s Office of the Regional Solicitor extensively analyzed jurisdiction in Tract D and concluded that the Yakama Nation had not lost or ceded jurisdiction over Tract D lands. *See* 9 E.R. 1884.

This conclusion has been publicly reiterated by Interior officials at least five times since 1978. *See, e.g.*, 9 E.R. 1889-90 (1978 letter from Interior Solicitor to U.S. Representative McCormack) (confirming that Tract D and the Town of Glenwood are within the Reservation).⁶ It is also reflected in Interior’s and other agencies’ operations on the ground; for example, the Nation was able to use a Department of Agriculture loan to buy back land within Tract D that had passed into private hands because the land was “within the tribe’s reservation.” Pub. L. No. 91-229, § 1, 84 Stat. 120 (1970); *see also* Addendum 12-54 (warranty deeds and land-into-trust reports). Interior also manages approximately 22,000 acres of lands within Tract D in compliance with federal laws concerning Indian timberlands, and the Bureau of Indian Affairs’ Forestry Program maintains an

⁶ *See also* 9 E.R. 1891-93 (1980 internal Interior letter explaining that removal or destruction of Tract D boundary signs was prohibited by federal law); 12 E.R. 2638-54 (1986 letter from Interior confirming that Tract D is within the Reservation); 9 E.R. 1894-95 (1992 letter from Interior; same); 12 E.R. 2655-57 (1993 letter from Interior responding to inquiry on behalf of the Glenwood Community Council).

office within Tract D to facilitate on-reservation timber sales. Addendum 1-2. The EPA also asserts regulatory authority throughout the Yakama Reservation, including Tract D, under the Clean Water Act (as the State of Washington acknowledged in its amicus brief), the Clean Air Act, and the Resource Conservation and Recovery Act.⁷

In sum, BLM's 1982 Survey—showing Tract D as within the Reservation—is consistent with the best interpretation of the Treaty.

II. Congress's allotment of the Reservation in 1904 did not change the Reservation boundaries described by the Treaty.

Failing to show that its preferred Reservation boundaries accord with the Treaty, the County argues in the alternative that Congress has changed the Reservation boundaries since the Treaty. Not so.

A. The 1904 Act did not diminish the Reservation.

The County argues that the 1904 Act, which authorized the sale of unallotted lands of the Yakama Reservation, altered the boundaries of the Reservation from those established by the Treaty. Klickitat Opening Brief at 61. But as set out below, the 1904 Act did not expressly or implicitly diminish the Reservation or

⁷ See 10 E.R. 2159-60 (2003 letter from EPA relating to a Clean Water Act violation in Glenwood); 10 E.R. 2161-63 (2005 letter from EPA concluding that the County does not have Clean Air Act authority in Tract D); EPA, Spreadsheet of Federally Regulated Underground Storage Tanks, <https://www.epa.gov/sites/production/files/2019-02/r10-ust-lust-10-17-18.xlsx>.

establish new boundaries; nor have Congress, the Supreme Court, the ICC, or the Attorney General ever considered it to have that effect. *See also* 12 E.R. 2733-37 (County’s Response to Interrogatories) (conceding that nothing in the statute’s text or surrounding historical circumstances suggest congressional intent to diminish the Reservation).

Once an Indian reservation is established, all tracts included therein “remain a part of the reservation until separated therefrom by Congress.” *United States v. Celestine*, 215 U.S. 278, 285 (1909). To “diminish” a reservation, Congress’s intent to do so must be clear and “expressed on the face of the Act or be clear from the surrounding circumstances and legislative history.” *Mattz v. Arnett*, 412 U.S. 481, 505 (1973). Courts may also look to “‘unequivocal evidence’ of the contemporaneous and subsequent understanding” of the reservation status. *Parker*, 136 S. Ct. at 1078-79. The district court applied these standards to conclude that the “legislative history, plain language of the text, and subsequent history do not support any finding that Congress intended to diminish the Reservation.” 1 E.R. 19. This Court should affirm that conclusion.

Congress’s intent is clear from the statutory text that the purpose of the 1904 Act was to “sell or dispose of unallotted lands embraced in the Yakima Indian Reservation.” § 1, 33 Stat. at 596 (8 E.R. 1814). As part of that effort, Congress also recognized “the claim of said Indians to the tract of land adjoining their

present reservation *on the west, excluded by erroneous boundary survey* and containing approximately [293,837] acres, according to the findings, after examination, of Mr. E.C. Barnard.” *Id.* (emphasis added). Notably, Congress purported to address the claim of the Yakama Nation only to a tract adjoining their present reservation “on the west.” *Id.*; *see also* 12 E.R. 2614-15 (distinguishing the “disputed western boundary” from the “straight line from Grayback Peak to the hump on Mount Adams [which] was a portion of the southern boundary”).

Congress also was explicit that this newly recognized tract had always been part of the Reservation, except that it had been “excluded by erroneous survey.” § 1, 33 Stat. at 596 (8 E.R. 1814) (referring to the Schwartz Survey). The 1904 Act further provided that “said tract shall be regarded as part of the Yakima Indian Reservation *for the purposes of this Act.*” *Id.* (emphasis added). As the district court correctly concluded, the intent of Congress in recognizing the Nation’s claim to an additional 293,837 acres was that land within this tract also could be allotted to tribal members or sold as surplus lands under the Act. 1 E.R. 18.

That the 1904 Act did not address allotment and sale within Tract D falls well short of demonstrating clearly and unambiguously that Congress thereby intended to change the Treaty boundaries so as to exclude Tract D from the Reservation. If, as the County argues, there were no “claims by Yakama members

that [Camas Prairie] was within the Reservation” prior to 1930, Klickitat Opening Brief at 57, then Congress’s failure to address Tract D in the 1904 Act does not imply an intent to “set” the southwestern boundary, *id.* at 60. The County cannot have it both ways. Indeed, because the Tract D lands whose status is in question here are not the allotted lands themselves, the County goes one step further to argue that the diminishment test from *Solem v. Bartlett*, 465 U.S. 463 (1984), does not apply. Klickitat Opening Brief at 65-66. But the question for this Court is not whether *Solem* provides the relevant standard, but whether the 1904 Act is even relevant, because it does not address (or contemplate) the land in dispute.

The surrounding circumstances and legislative history make equally clear that Congress’s intent in the 1904 Act in recognizing the additional 293,897-acre tract was not to change or diminish the 1855 boundaries, but rather to specify lands to be allotted. And Congress sought to soften the blow of allotment, which the Tribe opposed, by addressing the Nation’s concern about the erroneous surveys of its western boundary. The House report accompanying the 1904 Act laments the failure to open the Reservation as “a very great hindrance to the continued and complete development of [Yakima County and the State of Washington]” and states the sense of the House that “this reservation should be opened at once.” 8 E.R. 1839. But “one of the principal obstacles in the way of securing an agreement with the Yakimas [to open the reservation] was that relating to the adjustment of

this boundary dispute.” 12 E.R. 2617; *see also* S. Doc. No. 337, at 155-56.

Interior recommended that Congress “provid[e] for the adjustment of this claim of the Indians for the lands which have been cut off the western portion of their reserve,” whether or not negotiations continued regarding surplus lands. 12 E.R. 2617. By agreeing to the Nation’s claim on the western boundary, Congress neutralized one objection to its decision to open the Reservation to settlement over the protest of the Tribe.

The notion that the 1904 Act diminished the Yakama Reservation has been explicitly and implicitly rejected on multiple occasions. The Supreme Court in *Northern Pacific* did not consider the 1904 Act relevant to its analysis of the western boundary of the Reservation. 227 U.S. at 359-66. As Interior explained to the Attorney General in 1932, the 1904 Act “specifically relates to the sale and disposition of the surplus or unallotted lands of the Yakima Reservation” and accordingly “fails to show anything which could be construed as finally fixing the boundary of the reservation or in any way presenting an obstacle to the claim of the Indians for additional land.” 10 E.R. 2202. In 1939, after the Treaty Map was discovered, Congress itself demonstrated that the 1904 Act did not resolve the boundary dispute by appropriating funds for the “completion of a survey of the disputed boundary of the Yakima Reservation.” Act of May 10, 1939, ch. 119, 53 Stat. 685, 696 (1939). Nor did the ICC find the 1904 Act dispositive of the

boundary questions before it. *See supra* Section I.B.1 (pp. 18-19). And the Attorney General could not have concluded in 1972 that the President could return 21,000 acres in Tract D to the Yakama Nation if the 1904 statute were viewed as congressional diminishment of the Reservation and establishment of a new Reservation boundary. To the contrary, the Attorney General observed that the 1904 Act “recognize[d] the 1899 survey, on the basis of the then available evidence,” 9 E.R. 1869, but did not conclude that the Act altered the Treaty boundary.

Nor is the opening of Tract D to settlement, including by the 1904 Act, inconsistent with its status as part of the Reservation. The Supreme Court has held that “no matter what happens to title of individual plots within the area,” “[o]nce a block of land is set aside for an Indian reservation . . . the entire block retains its reservation status until Congress explicitly indicates otherwise.” *Solem*, 465 U.S. at 470. That land in Tract D was mistakenly sold as part of the General Land Laws prior to the United States’ correction of the southwestern boundary does not demonstrate clear and unequivocal congressional intent to diminish the Reservation. The purpose of the 1904 Act was also to open lands to private sale; it likewise did not have the effect of diminishing the Reservation. *See Mattz*, 412

U.S. at 497 (holding that “allotment . . . is completely consistent with continued reservation status.”).⁸

B. The 1904 Act did not create new boundaries for the Reservation.

The County also argues that the boundaries established by the Treaty actually describe a much smaller reservation than anyone has hitherto understood. Klickitat Opening Brief at 59. In the County’s view, Congress’s recognition of the Barnard line in the 1904 Act establishes a new boundary and a *more* generous reservation to Yakama Nation than the Treaty itself provided. *Id.* at 65-66. The County’s new interpretation of the Treaty of 1855 is not properly before this Court, *see supra* note 5, and that interpretation is inconsistent with the best reading of the Treaty (described above) in any event. The County’s argument that the 1904 Act established new reservation boundaries fails for the reasons articulated above, namely, that the Act did not diminish the boundaries described by the Treaty. *See supra* Section II.A (pp. 22-28). The argument also fails because the 1904 Act evinces no hallmarks of a statute intended to establish and conclusively redefine an existing Indian reservation.

⁸ Consistent with this precedent, the district court did not conclude, as the County asserts, “that established expectations are irrelevant.” Klickitat Opening Brief at 64. Rather, the court concluded that “[t]estimony and evidence concerning the present-day effect of recognizing Tract D as within the Reservation boundaries is irrelevant to the determination of what the parties agreed upon in the Treaty of 1855 and does not support a finding a Congressional diminishment.” 1 E.R. 19.

When Congress intends to establish and conclusively define an Indian reservation boundary, it does so explicitly. For example, with the Warm Springs Reservation—which, like the Yakama Reservation, was established pursuant to a treaty in 1855 and became the subject of disputed surveys—Congress expressly declared by statute: “That the true northern boundary line of the Warm Springs Indian Reservation . . . is hereby declared to be that part of the line run and surveyed by T.B. Handley” Act of June 6, 1894, ch. 93, 28 Stat. 86; *see also Chickasaw Nation v. United States*, 94 Ct. Cl. 215, 221 (1941) (discussing statute that declared “the boundary line between the State of Arkansas and the Indian country, as originally surveyed and marked . . . is hereby declared to be the permanent boundary between the State of Arkansas and the Indian country”). The County’s reference to these laws as “similar” examples of Congress settling a boundary dispute by legislation, Klickitat Opening Brief at 66 n.22, misses the point: The 1904 Act contains no similar declaratory language and does not purport to describe the “permanent” boundary.

CONCLUSION

For the foregoing reasons, the judgment of the district court that Tract D is part of the Yakama Reservation should be affirmed.

Respectfully submitted,

s/ Christine W. Ennis

JEFFREY BOSSERT CLARK

Assistant Attorney General

ERIC GRANT

Deputy Assistant Attorney General

RACHEL E. HERON

DARON CARREIRO

CHRISTINE W. ENNIS

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JAY W. FIELDS

Attorneys

U.S. Department of the Interior

July 6, 2020

90-12-05022

Form 8. Certificate of Compliance for Briefs

9th Cir. Case Number(s) 19-35807, 19-35821

I am the attorney or self-represented party.

This brief contains 6,999 words, excluding the items exempted by Fed. R. App. P. 32(f). The brief's type size and typeface comply with Fed. R. App. P. 32(a)(5) and (6).

I certify that this brief (*select only one*):

complies with the word limit of Cir. R. 32-1.

is a **cross-appeal** brief and complies with the word limit of Cir. R. 28.1-1.

is an **amicus** brief and complies with the word limit of Fed. R. App. P. 29(a)(5), Cir. R. 29-2(c)(2), or Cir. R. 29-2(c)(3).

is for a **death penalty** case and complies with the word limit of Cir. R. 32-4.

complies with the longer length limit permitted by Cir. R. 32-2(b) because (*select only one*):

it is a joint brief submitted by separately represented parties;

a party or parties are filing a single brief in response to multiple briefs; or

a party or parties are filing a single brief in response to a longer joint brief.

complies with the length limit designated by court order dated _____.

is accompanied by a motion to file a longer brief pursuant to Cir. R. 32-2(a).

Signature s/ Christine W. Ennis

Date July 6, 2020

Addendum

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Amber Blaha
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5 (202) 616-9473

6 *Attorneys for the United States*

7 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
8

9 THE CONFEDERATED TRIBES
AND BANDS OF THE YAKAMA
10 NATION,

11 Plaintiff,

12 v.

13 KLUCKITAT COUNTY, ET AL.,

14 Defendants.

No. 1:17-cv-03192-TOR

DECLARATION OF BODIE SHAW

15
16 I, Bodie Shaw, declare as follows:

17 1. I am the Deputy Regional Director—Trust Services, Northwest
18 Region, for the Bureau of Indian Affairs at the Department of the Interior in
19 Portland, Oregon. I have personal knowledge of the facts contained in this
20 Declaration and am competent to testify thereto.

21 2. Since 1972, the Bureau of Indian Affairs Forestry Program has
22 managed approximately 22,000 acres of lands in Tract D in compliance with
23 federal statutes and regulations concerning Indian timberlands.

24 3. The Bureau of Indian Affairs Forestry Program maintains an office in
25 Glenwood, Washington, and has facilitated on-reservation timber sales in Tract D
26 since 1987. The Forestry Program has harvested over 111,000,000 board-feet of
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DECLARATION OF BODIE SHAW1

1 tribal timber and generated approximately \$16,882,770 in revenue for the Yakama
2 Nation.

3 4. Attached as Exhibit A is a map prepared by the Bureau of Land
4 Management showing the federal government's understanding of the southwestern
5 boundary of the Yakama Reservation, including lands within Tract D, as reflected
6 by the 1981 Scherler survey.

7 5. Attached as Exhibit B is a letter from the Secretary of Agriculture,
8 Clifford M. Hardin, to the Secretary of the Interior, Walter J. Hickel, dated
9 February 3, 1969.

10 6. Attached as Exhibit C is a letter from the Assistant Secretary of the
11 Interior, Sgd. Harrison Loesch, to the Secretary of Agriculture, Clifford M. Hardin,
12 dated April 8, 1969.

13 7. Attached as Exhibit D is a letter from Deputy Solicitor at the
14 Department of the Interior, Raymond C. Coulter, to Senator Karl E. Mundt, dated
15 July 21, 1971.

16 8. Attached as Exhibit E is a Warranty Deed for the sale of 179.69 acres
17 within Tract D dated January 7, 1980, using funds from the Department of
18 Agriculture's Farmers Home Administration Direct Loan Account.

19 9. Attached as Exhibit F a title status report from the Bureau of Indian
20 Affairs showing that the above lands are currently held in trust.

21 10. Attached as Exhibit G is a Warranty Deed for the sale of 63.64 acres
22 within Tract D dated October 2, 1984, using funds from the Department of
23 Agriculture's Farmers Home Administration Direct Loan Account.

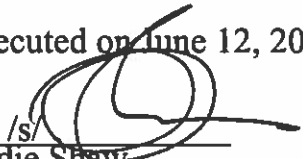
24 11.. Attached as Exhibit H a title status report from the Bureau of Indian
25 Affairs showing that the above lands are currently held in trust.

26
27 I declare under penalty of perjury that the foregoing is true and correct.

28
DECLARATION OF BODIE SHAW2

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Executed on June 12, 2019.



/s/
Bodie Shaw
Deputy Regional Director—Trust Services
Bureau of Indian Affairs – Northwest
Region
911 Northeast Eleventh Avenue
Portland, OR 97232-4169

DECLARATION OF BODIE SHAW3

SHAW DECLARATION EXHIBIT A

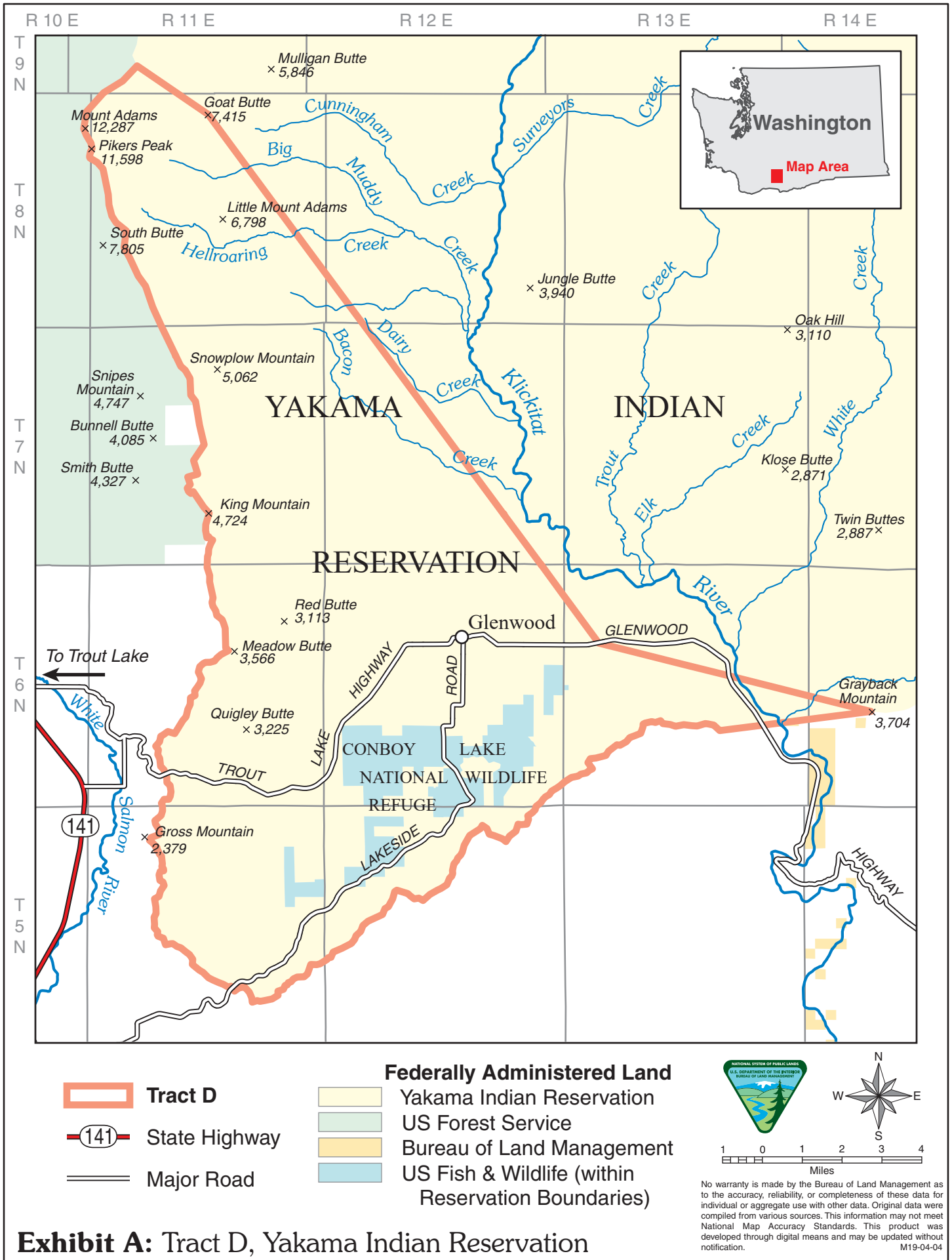


Exhibit A: Tract D, Yakama Indian Reservation

SHAW DECLARATION EXHIBIT B



DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250

7838

February 3 1969

Honorable Walter J. Hickel
Secretary of the Interior

Dear Mr. Secretary:

This is in reply to former Secretary Udall's letter of January 16, 1969 in which he urges that the Department of Agriculture make prompt restoration of Yakima tribal lands that were erroneously included in the Gifford Pinchot National Forest.

This tract of approximately 21,000 acres has been managed as an integral part of the National Forest System for over 60 years. It has exceptional public values and the Federal government now has a considerable investment in physical improvements in the area.

We have not had the opportunity to discuss this claim and the stipulation with the Department of Justice to obtain benefit of their advice. Until this has been done, we are not in a position to make a decision recommending restoration of the lands.

A meeting with the Department of Justice will be arranged as soon as possible to determine how best to proceed.

Sincerely,

Clifford M. Hardin
Secretary of Agriculture

33004

FEB 18 1969

4

SHAW DECLARATION EXHIBIT C



UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

BUREAU OF INDIAN AFFAIRS
RECEIVED
APR 11 1969

H. H. ...
Forestry

PORTLAND
APR 8 - 1969
copy to
1. Area Dir. (64)
2. Land Prop.
CS

Dear Mr. Secretary:

Thank you for your letter of February 3rd concerning restoration to the Yakima Tribe of some 21,000 acres of Indian tribal lands now erroneously included in the Gifford Pinchot National Forest.

Over the years the Yakima Tribe has petitioned for the restoration of tribal lands omitted from the reservation by erroneous boundary surveys. A precedent to rectify such survey errors has already been established by the restoration of other lands to the tribe which had formerly been considered to be within national forest boundaries.

We are hopeful that the current boundary problem involving the Gifford Pinchot National Forest and the Yakima Tribe can be resolved soon. If you feel that we could be of help in the discussions with the Department of Justice, we would be glad to participate.

Sincerely yours,

(Sgd.) Harrison Loesch

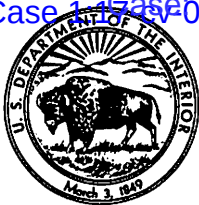
Assistant Secretary of the Interior

Honorable Clifford M. Hardin
Secretary of Agriculture
Washington, D.C. 20250

cc: Dale M. Baldwin, Area Dir., BIA, Portland (2)

cc: to Yakima Agency 4-22-69
per [unclear]

SHAW DECLARATION EXHIBIT D



United States Department of the Interior

OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

Handwritten notes:
1660
R. K. Kuhn

Honorable Karl E. Mundt
United States Senate
Washington, D. C. 20510

JUL 21 1971

Dear Senator Mundt:

Secretary Morton has asked me to respond to your letter of July 6, 1971, concerning the attempts by the Yakima Tribe to regain possession of 21,008.66 acres of land which are now administered as part of the Gifford Pinchot National Forest and the Mount Adams Wilderness by the Department of Agriculture.

On February 25, 1966, the Indian Claims Commission held that the area with which we are concerned was within the exterior boundaries of the Yakima reservation as established by the Treaty of June 9, 1855, 12 Stat. 951. As the June 24, 1971, letter from the Indian Claims Commission indicates, the Commission has suspended until December 31, 1971, further action on the tribal claim. Unless there is a prior administrative recognition of the tribe's title to the land, it is our understanding that the issue which will then be before the Commission is whether this land has been taken by the United States and, if so, the compensation which is owed for it.

It is the position of both this Department and the Yakima Tribe that tribal title has never been extinguished and that the Indians are entitled to possession of the area. The Department of Agriculture, however, is now exercising jurisdiction over and is in possession of the land. Thus we cannot unilaterally place the tribe in possession of it.

Attorneys from this office have met with attorneys in the Department of Agriculture. The tribe's attorney and its chairman have also met with attorneys and administrative officials in the Department of Agriculture.

You may be assured that we will make every possible effort to effect a resolution of the matter prior to December 31, 1971.

Sincerely yours,
Raymond C. Coulter

DEPUTY

Solicitor

Copies to: BIA(2) Attn: Real Property Management
Regional Solicitor, Portland

SHAW DECLARATION EXHIBIT E

1159

Certificate of True Copy

STATE OF WASHINGTON

124 12906

County of Klickitat

INDEXED

I, NANCY J. EVANS, County Auditor of Klickitat County, State of Washington, and custodian of the official records and files of said County, do hereby certify that I have compared the foregoing WARRANTY DEED with the record thereof, as appears in Volume 199 of Deeds pg. 326 of Klickitat County and that it is a true and correct copy of the same and the whole thereof.

WITNESS my hand and official Seal affixed this 5th day of November, A.D., 1980.

(SEAL)

Nancy J. Evans
County Auditor of Klickitat County, State of Washington
By Elizabeth G. Gresham
Deputy.

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RECEIVED

WARRANTY DEED JAN 2 1980

The Grantor WAYNE L. WEBB and JANA L. WEBB, HUSBAND AND WIFE

residing at TYGH VALLEY, OREGON

for and in consideration of ONE HUNDRED SEVENTY THOUSAND and NO/100 Dollars in hand paid, convey and warrant to THE UNITED STATES OF AMERICA IN TRUST FOR THE YAKIMA TRIBES

the grantor the following described real estate
PARCEL "A": That portion of the W¹/₄E¹/₄ Section 14, T. 6 N., R. 12 E., Willamette Meridian, Washington, described as follows: Beginning at a point on the West line of said subdivision South 1°40' W 745.5 feet from the NW corner of NE¹/₄ of said Section 14; thence South 49°20' E along center line of established County Road 1708.9 feet to the East line of said W¹/₄E¹/₄; thence South 1°36' W along said East line to a point 738.94 feet North of South line of Section 14; thence North 88°46' West 1,277.29 feet; thence South 1°40' West 738.94 feet; thence West 60 feet to the West line of E¹/₄ of said Section 14; thence North 1°40' East to the point of beginning. EXCEPT County Road and the following described tract: Commencing at the SE corner of above-described tract; thence North 88°46' W 474 feet; thence North 1°36' East 250 feet; thence South 88°46' East 281 feet; thence North 1°36' East 60 feet; thence South 88°46' East to the East line of the above-described tract; thence South 1°36' West to the point of beginning.

PARCEL "B": E¹/₄NW¹/₄ Section 23, T. 6 N., R. 12 E., Willamette Meridian, Washington, containing 179.69 acres, more or less, including 12 shares of Hell Roaring Irrigation Stock.
SUBJECT TO AND EXCEPTING existing easements for public roads and highways, rights of way for railroads, pipelines and public utilities and Rights to maintain dam and ditches on said premises as decreed in Klickitat County Superior Court Cause No. 1616.

This conveyance is made pursuant to the Act of April 11, 1970 (84 Stat. 120) situated in the County of Klickitat, State of Washington.

Dated January 2, A. D. 1980

Signed in presence of Wayne L. Webb and Jana L. Webb



STATE OF OREGON, County of Wasco) ss. January 2, 1980

Personally appeared the above named WAYNE L. WEBB and JANA L. WEBB, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Nancy J. Evans
Notary Public for Oregon
My commission expires 9-22-83



STATE OF OREGON, COUNTY OF CLATSOP
198 DEEDS 19
198 DEEDS 19

Nancy J. Evans
Notary Public for Oregon

Vol. 199 Page 326
Vol. 198 Page 49

203 PAGE 22

Attached Certificate copy of Warranty Deed to be recorded to delete "AND EXCEPTING" in Parcel B, as requested by Lehigh J. John, Realty Officer of the United States Department of the Interior, Bureau of Indian Affairs, Yakima Agency of Toppenish, Washington.

STATE OF WASH COUNTY OF KLICKITAT
FILED OR RECORDED
Vol 203 of DEEDS Page 22-3
Request of KCTC
On November 5, 11:52 am, 1980
Nancy J. Egan
Richardson
Mail to KCTC

1981
Richardson
Bureau of Indian Affairs

RECORDED (IN FILE)
124 12906
31 JAN 30 1981

FILED IN RECORDS
SECRET

VOL 203 PAGE 23

175211 176267

INDEXED INDEXED

124 12936 RECEIVED
 WARRANTY DEED JAN 31 1980
 (STATUTORY FORM) (INDIVIDUAL) TRIBAL AFFAIRS OFFICE
 YAKIMA INDIAN NATION
 TOPPENISH, WASHINGTON

The Grantor WAYNE L. WEBB and JANA L. WEBB, HUSBAND AND WIFE
 residing at TYGH VALLEY, OREGON
 for and in consideration of ONE HUNDRED SEVENTY THOUSAND and NO/100
 ***** (\$170,000.00) ***** Dollars in hand paid, convey and
 warrant to THE UNITED STATES OF AMERICA IN TRUST FOR THE YAKIMA

TRIBES the grantee the following described real estate
 PARCEL "A": That portion of the W $\frac{1}{2}$ E $\frac{1}{2}$ Section 14, T. 6 N., R. 12 E.,
 Willamette Meridian, Washington, described as follows: Beginning at
 a point on the West line of said subdivision South 1 \circ 40' W 745.5 feet
 from the NW corner of NE $\frac{1}{4}$ of said Section 14; thence South 49 \circ 20' E
 along center line of established County Road 1708.9 feet to the East
 line of said W $\frac{1}{2}$ E $\frac{1}{2}$; thence South 1 \circ 36' W along said East line to a
 point 738.94 feet North of South line of Section 14; thence North
 88 \circ 46' West 1,277.29 feet; thence South 1 \circ 40' West 738.94 feet; thence
 West 60 feet to the West line of E $\frac{1}{2}$ of said Section 14; thence North
 1 \circ 40' East to the point of beginning. EXCEPT County Road and the
 following described tract: Commencing at the SE corner of above-
 described tract; thence North 88 \circ 46' W 474 feet; thence North 1 \circ 36'
 East 250 feet; thence South 88 \circ 46' East 281 feet; thence North 1 \circ 36'
 East 60 feet; thence South 88 \circ 46' East to the East line of the above-
 described tract; thence South 1 \circ 36' West to the point of beginning.

PARCEL "B": E $\frac{1}{2}$ NW $\frac{1}{4}$ Section 23, T. 6 N., R. 12 E., Willamette Meridian,
 Washington, containing 179.69 acres, more or less, including 12 shares
 of Hell Roaring Irrigation Stock.
 SUBJECT TO AND EXCEPTING existing easements for public roads and highways, rights of
 on said premises as decreed in Klickitat County Superior Court Cause No. 1616.

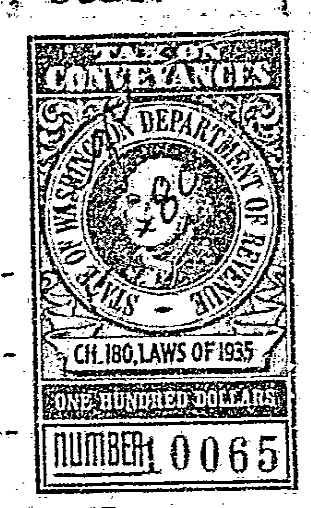
This conveyance is made pursuant to the Act of April 11, 1970 (84 Stat.
 120)
 situated in the County of KLICKITAT, State of Washington.

Dated January 7, A. D., 1980.

Signed in presence of Wayne L. Webb and Jana L. Webb
 WAYNE L. WEBB
 JANA L. WEBB

STATE OF OREGON, County of Wasco) ss. January 7, 1980
 Persons appeared the above named WAYNE L. WEBB and JANA L. WEBB, husband and wife,
 and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Marsha K. Morrison
 Notary Public for Oregon
 My commission expires 9-22-83



STATE OF WASH COUNTY OF KLICKITAT
 FILED OR RECORDED
 Vol 198 DEEDS 49
 Report of KCTC
 Jan 7 4:41 PM '80
Marsha K. Morrison
 Notary Public
 Vol 199 Page 326
 Vol 198 Page 49

STATE OF WASHINGTON - COUNTY OF KLICKITAT
 April 7, 1980
 Filed for Record 176267
 Page 326
 11:57 A M. Recorded by Vol. 199 DEEDS

American Land Title Association
U.S. Policy Form - 1963

No 1027
124 12906

SCHEDULE A

Premium \$ 419.25

Amount \$ 170,000.00

Effective Date January 8, 1980 at 8:00 a.m.

Policy No. K-2860

1. The estate or interest in the land described or referred to in this schedule, covered by this policy, is:

Fee Simple Estate.

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE UNITED STATES OF AMERICA IN TRUST FOR THE YAKIMA TRIBES.

3. The land referred to in this policy is situated in the County of Klickitat State of Washington, and is described as follows:

See Attached.

TP-21 1/66

DESCRIPTION

124 12906

PARCEL A:

That portion of the West half of the East half of Section 14, Township 6 North, Range 12 East of the Willamette Meridian, Washington, described as follows:

Beginning at a point on the West line of said subdivision South 1° 40' West 745.5 feet from the Northwest corner of the Northeast Quarter of said Section 14; thence South 49° 20' East along center line of established County Road 1708.9 feet to the East line of said West half of the East half; thence South 1° 36' West along said East line to a point 738.94 feet North of South line of Section 14; thence North 88° 46' West 1,277.29 feet; thence South 1° 40' West 738.94 feet; thence West 60 feet to the West line of the East half of said Section 14; thence North 1° 40' East to the point of beginning. EXCEPT County Road and the following described tract:

Commencing at the Southeast corner of above described tract; thence North 88° 46' West 474 feet; thence North 1° 36' East 250 feet; thence South 88° 46' East 281 feet; thence North 1° 36' East 60 feet; thence South 88° 46' East to the East line of the above described tract; thence South 1° 36' West to the point of beginning.

PARCEL B:

The East half of the Northwest Quarter of Section 23, Township 6 North, Range 12 East of the Willamette Meridian.

ALL Situate in the County of Klickitat, State of Washington.

American Land Title Association
U.S. Policy Form - 1963

124 12906

GENERAL EXCEPTIONS

Governmental Powers

1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:

(a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.

Matters Not of Record

2. The following matters which are not of record at the date of this policy are not insured against:

(a) rights or claims of parties in possession not shown of record; (b) questions of survey; (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.

Matters Subsequent to Date of Policy

3. This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.

Refusal to Purchase

4. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

Special Exceptions

1. Rights to maintain dam and ditches on said premises as decreed in Klickitat County Superior Court Cause No. 1616.

TP-23 1/66

American Land Title Association
U.S. Policy Form - 1963

124 12906

CONDITIONS AND STIPULATIONS

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding be neither served with summons therein nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured, said party shall notify this Company thereof in writing within 90 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

AMENDMENT OF POLICY

7. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

NOTICES, WHERE SENT

8. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 1109 Second Avenue, Seattle, Washington 98101.

9. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

124 12906

OWNER'S INFLATION PROTECTIVE INDORSEMENT NO. 3

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
2. "Adjustment Date" is defined, for the purpose of this Indorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Indorsement is attached and on each succeeding January 1.
3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Indorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 175% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This indorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Dated: January 8, 1980 at 8:00 a.m.

Policy No. K-2860

SAFECO TITLE INSURANCE COMPANY

By *Erroll M. Hamilton*
Authorized Signature

TP-55 11/74

300

JUN 25 1981

TITLE ACCEPTED: _____
 (Date)
Wilford E. Boudier
 Area Director, Portland Area Office
 Bureau of Indian Affairs

SEARCHED _____
 INDEXED _____
 SERIALIZED _____
 FILED _____

RECORDED
 124 12906
 61 JUN 30 P 3: 17

TITLE & RECORDS
 SECTION

STATE OF WASHINGTON
 FILED OR RECORDED
 DEEDS 199
 Page 326
 Request of _____
 On April 7, 11:57 a.m. 1981
 County Auditor
Harvey E. ...
 MAIL TO
 YAKIMA NATION

STATE OF WASHINGTON
 DEEDS SECTION

American Land Title Association
U.S. Policy Indorsement, 1963

Premium: \$25.00
Tax: 1.25
Total: \$26.25

INDORSEMENT
Attached to Policy No. K-2860
Issued by

SECURITY TITLE INSURANCE COMPANY 124 12906
OF WASHINGTON

1. Schedule A of the above policy is hereby amended in the following particulars:

(a) Paragraph 1 of Schedule A is hereby deleted and the following is substituted:

1. The estate or interest in the land described or referred to in this Schedule covered by this policy is:

FEE SIMPLE ESTATE.

(b) Paragraph 2 of Schedule A is hereby deleted and the following is substituted:

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE UNITED STATES OF AMERICA

in trust for the YAKIMA TRIBES

(c) Paragraph 3 of Schedule A is hereby deleted and the following is substituted:

3. The land referred to in this policy is situated in the County of KLINKITAT State of Washington, and is described as follows: SEE ATTACHED.

TP-25 1/66

DESCRIPTION

124 12906

PARCEL A:

That portion of the West half of the East half of Section 14, Township 6 North, Range 12 East of the Willamette Meridian, Washington, described as follows:

Beginning at a point on the West line of said subdivision South 1° 40' West 745.5 feet from the Northwest corner of the Northeast Quarter of said Section 14;
thence South 49° 20' East along center line of established County Road 1708.9 feet to the East line of said West half of the East half;
thence South 1° 36' West along said East line to a point 738.94 feet North of South line of Section 14;
thence North 88° 46' West 1,277.29 feet;
thence South 1° 40' West 738.94 feet;
thence West 60 feet to the West line of the East half of said Section 14;
thence North 1° 40' East to the point of beginning.
EXCEPT County Road and the following described tract:

Commencing at the Southeast corner of above described tract;
thence North 88° 46' West 474 feet;
thence North 1° 36' East 250 feet;
thence South 88° 46' East 281 feet;
thence North 1° 36' East 60 feet;
thence South 88° 46' East to the East line of the above described tract;
thence South 1° 36' West to the point of beginning.

PARCEL B:

The East half of the Northwest Quarter of Section 23, Township 6 North, Range 12 East of the Willamette Meridian.
ALL Situate in the County of Klickitat, State of Washington.

American Land Title Association
U.S. Policy Indorsement, 1963.

124 12906

Indorsement Continued

2. Schedule B of the above policy is hereby amended in the following particulars:

- (a) Paragraphs numbered _____ and _____ of Schedule B are hereby deleted.
- (b) Schedule B of the above policy is amended by adding the following paragraphs numbered NONE to _____, inclusive.

3. Subparagraph 2(d) of the General Exceptions of the above policy is hereby deleted.

4. The effective date of the above policy is hereby extended to the date shown below.

NOVEMBER 5, 1980

The total liability of the Company under said policy and this indorsement thereto shall not exceed, in the aggregate, the sum of \$170,000.00 and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the Schedules, General Exceptions and the Conditions and Stipulations therein, except as modified by the provisions hereof.

Date: December 22, 1980 8:00 a.m.

SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON

By *Marty Lehn*
ASSISTANT SECRETARY

124 12906

Safeco Title Insurance Company
4th and Vine
Seattle, Washington 98111

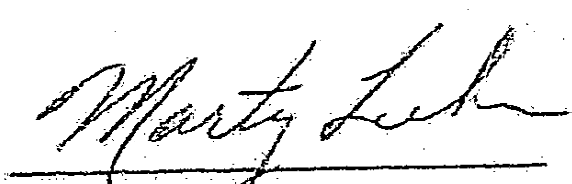
Premium:	\$25.00
Tax:	1.25
Total:	\$26.25

UPDATING Indorsement
for attachment to Policy No. K-2860

The Company insures that there are no liens, or encumbrances disclosed by records affecting said estate or interest other than those shown in said Policy.

The effective date of the above referred Policy is hereby extended to July 1, 1980.

The total liability of this and any other indorsement shall not exceed in the aggregate the face amount of said Policy.


Marty Lehr
Title Officer

American Land Title Association
U.S. Policy Form - 1963.

124 12906

POLICY OF TITLE INSURANCE
issued by
SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON
1108 SECOND AVENUE - SEATTLE, WASHINGTON 98101 - MAIN 2-0870

Security Title Insurance Company of Washington, a Washington corporation, herein called the Company, for a valuable consideration

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding the amount stated in Schedule A, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the date shown in Schedule A, the effective date of this policy.

IN WITNESS WHEREOF, Security Title Insurance Company of Washington has caused this policy to be authenticated by the facsimile signature of its President, but this policy is not valid unless attested by the Secretary or an Assistant Secretary.

SECURITY TITLE INSURANCE COMPANY
OF WASHINGTON

By *W. Sherwood Norwood*
PRESIDENT

Attest *Donald W. Hamlin Jr.*
ASSISTANT SECRETARY

TP-20 1/66

SHAW DECLARATION EXHIBIT F

**United States Department of the Interior
Bureau of Indian Affairs
Title Status Report**

Report Certification Time and Date: 03/30/1990 08:00:00 PM

Requestor: BKILBORN Date/Time: 05/20/2019 14:56:43

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 5226	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Original Allottee:

See Appendix A for Land Legal Descriptions

Title Status

Tract 124 T 5226 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 124 T 5226 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 5226	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Land Legal Descriptions

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
14	006.00N	012.00E	WASHINGTON	KLICKITAT	Willamette		95.660

METES AND BOUNDS: THE E½ NW¼ OF SECTION 23, AND THAT PORTION OF THE W½ E½ OF SECTION 14, TOWNSHIP, 6 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, KCLICKITAT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION S.01°40'W., 745.50 FEET FROM THE NORTHWEST CORNER OF THE NE¼ OF SAID SECTION 14; THENCE S.49°20'E., ALONG CENTER LINE OF ESTABLISHED COUNTY ROAD 1708.90 FEET TO THE EAST LINE OF SAID WEST HALF OF THE EAST HALF; THENCE S.1°36'W., ALONG SAID EAST LINE TO A POINT 738.94 FEET NORTH OF SOUTH LINE OF SECTION 14, THENCE N.88°46'W., 1,277.29 FEET; THENCE S.1°40'W., 738.94 FEET; THENCE WEST 60 FEET TO THE WEST LINE OF THE E½ OF SAID SECTION 14; THENCE N.1°40'E., TO THE POINT OF BEGINNING, EXCEPT COUNTY ROAD AND THE FOLLOWING DESCRIBED TRACT BOTH LOCATED IN SECTION 14: COMMENCING AT THE SOUTHEAST CORNER OF ABOVE DESCRIBED TRACT; THENCE N.88°46'W., 474 FEET; THENCE N.1°36'E., 250 FEET; THENCE S.88°46'E., 281 FEET; THENCE N.1°36'E., 60 FEET; THENCE S.88°46'E., TO THE EAST LINE OF THE ABOVE DESCRIBED TRACT THENCE S.1°36'W., TO THE POINT OF BEGINNING, AND EXCEPT PART OF THE EAST 591 FEET OF THE W½ NE¼ OF SECTION 14, CONTAINING 4.03 ACRES, MORE OR LESS, DESCRIBED AS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE COUNTY ROAD NO. 1927 AND THE EAST BOUNDARY OF SAID WEST HALF, THEN S.1°36'00W., ALONG SAID EAST BOUNDARY 100 FEET, THEN N.88°46'W., 591.01 FEET, THEN N.1°36'00"E., 571.09 FEET OT THE CENTERLINE OF SAID COUNTY ROAD, THEN S.50°04'E., ALONGSAID CENTERLINE 753.43 FEET TO THE POINT OF BEGINNING, EXCEPT RIGHT-OF-WAY FOR COUNTY ROAD ALONG NORTHEASTERLY BOUNDARY, CONTAINING 175.66 ACRES, MORE OR LESS, AFTER THE ABOVE EXCEPTIONS.

23	006.00N	012.00E	WASHINGTON	KLICKITAT	Willamette	E NW	80.000
----	---------	---------	------------	-----------	------------	------	--------

TOTAL TRACT ACRES: 175.660

Appendix "B"

Land Area Land Area Name Tract Number LTRO Region Agency Resources
 124 YAKAMA T 5226 PORTLAND, OR NORTHWEST YAKAMA AGENCY Both
REGIONAL OFFICE

Effective Ownership as of 11/19/2004

----- OWNER -----					---- DOCUMENT ----			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
124 YAKIMA	T124-30	Tribe	Trust	All	Deed-TS	SPEC AUT	12906	YAKIMA TRIBES	1 1	1	1 1.0000000000

* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	1 1	1.0000000000
IN FEE:	0 1	.0000000000
TOTAL:	1 1	1.0000000000

Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 5226	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Ownership of Tract 124 T 5226 is encumbered by the following:

NO REALTY DOCUMENTS FOUND

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
PERMIT	EMMA JANE LAVALLIE	PERPETUAL	16511	CANCELLATION OF GRAZING PERMIT NO. 1-4453, DOC. NO. 15274.
MISCELLANEOUS	JOE SALINAS	PERPETUAL	12906	RIGHTS TO MAINTAIN DAM AND DITCHES AS DECREED INKLUCKITAT COUNTY SUPERIORCOURT CAUSE NO. 1616, AS SET FORTH IN DEED. TOGETHER WITH 12 SHARES OF HELL ROARING IRRIGATION STOCK, AS SET FORTH IN DEED.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 5226	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

SHAW DECLARATION EXHIBIT G

DOCUMENT TRANSMITTAL MEMO

To: Portland Title Plant Date: 9/20/85
From: PAO - Realty

Please record the attached document and:

- XXX Return
- Retain in Title Plant
- (Other - Specify) _____

Reservation (Code No. only) 124 Tract No. T6594
Type Document (Code No.) 10
Agency's File No. (if any) Conboy et al/Yakima Tribes

Laura Adams
Authorized Signature

TRANSMITTAL ACKNOWLEDGEMENT

To: PAO - Realty Date: 10/10/85
From: Portland Title Plant

The document identified above has been recorded under No. 124 14053 (see date-time stamp on reverse) and is:

- Returned herewith
- Retained
- _____

Juice Bateman
Authorized Signature

(TITLE PLANT USE ONLY)

Date entered in Recordation Register 10/10/85
EXAMINER'S REMARKS:

SEE BACK UP FOLDER FOR PLAT

Q(11-69)

INITIAL

243



A TICOR COMPANY
Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE:

STATE OF WASH COUNTY OF KLICKITAT
FILED OR RECORDED
Vol. 228 of DEEDS Page 174-5
Request of PTC
OCTOBER 2, 2:43p. 1984
Nancy J. White County Auditor
Carol White Deputy
Mail to SEE RETURN

REVENUE STAMPS

124 14053

AFTER RECORDING MAIL TO:

Bureau of Indian Affairs
P.O. Box 632
Toppenish, Wa. 98948

195813

INDEXED

FORM L58

Statutory Warranty Deed

THE GRANTOR MABEL W. CONBOY, A WIDOW, AS HER SEPARATE ESTATE, WILLIAM P. CONBOY AND ELLEN W. CONBOY, HUSBAND AND WIFE, EACH AS TO HIS RESPECTIVE INTEREST for and in consideration of EIGHTY-NINE THOUSAND AND NO/100 (\$89,000.00) in hand paid, conveys and warrants to THE UNITED STATES OF AMERICA IN TRUST FOR THE YAKIMA TRIBES the following described real estate, situated in the County of KLICKITAT, State of Washington: WASHINGTON

SEE LEGAL DESCRIPTION ATTACHED.

REAL ESTATE ENFORCEMENT
Ch. 11, RCW 64.0101

8 has been paid
Recd 042611 10-2-84
Lamela Reed
DEPUTY

THIS CONVEYANCE IS MADE PURSUANT TO PL-91-229, APRIL 11, 1970 (84 STAT. 120)

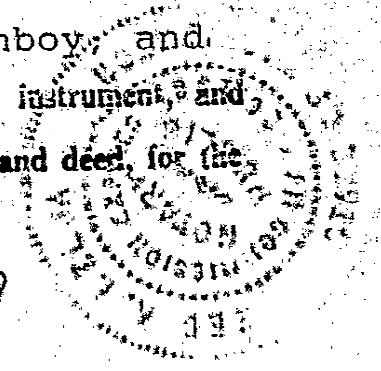
Dated this 27th ^{APR} day of March, 1984
2nd ^{W.P.C.} day of October, 1984
ec

Mabel W. Conboy (SEAL)
William P. Conboy (SEAL)
Ellen W. Conboy

STATE OF WASHINGTON, }
County of Klickitat } ss.

On this day personally appeared before me Mabel W. Conboy; William P. Conboy, and Ellen W. Conboy to me known to be the individuals 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 27th day of March, 1984
John A. Wilcox
Notary Public in and for the State of Washington,
residing at Goldendale



VOL 228 PAGE 174

450

TITLE ACCEPTED: Sept 20, 1985

George E. Smith
Area Director, Portland Area Office
Bureau of Indian Affairs

RECEIVED
PORTLAND AREA OFFICE
124 14053
85 OCT 10 AIO: 51

TITLES & RECORDS
SECTION

American Land Title Association
U.S. Policy Indorsement, 1963

124 14053

FINAL INDORSEMENT

Attached to Policy No. W-16603

Issued by

Pioneer National Title Insurance Company
(Now Ticor Title Insurance Company of California)

1. Schedule A of the above policy is hereby amended in the following particulars:

(a) Paragraph 1 of Schedule A is hereby deleted and the following is substituted:

1. The estate or interest in the land described or referred to in this Schedule covered by this policy is: **Fee Simple Estate**

(b) Paragraph 2 of Schedule A is hereby deleted and the following is substituted:

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

THE UNITED STATES OF AMERICA

(c) Paragraph 3 of Schedule A is hereby deleted and the following is substituted:

3. The land referred to in this policy is situated in the County of **Klickitat** **State of**
Washington, and is described as follows:
See Exhibit, attached.

W-16603
American Land Title Association
U.S. Policy Indorsement, 1963

124 14053

Indorsement Continued

2. Schedule B of the above policy is hereby amended in the following particulars:
 - (a) Paragraphs numbered 6 ~~xxxx~~ of Schedule B are hereby deleted.
 - (b) Schedule B of the above policy is amended by adding the following paragraphs numbered to , inclusive.
None.

General taxes are paid in full through date of closing and for full year 1984.

3. Subparagraph 2(d) of the General Exceptions of the above policy is hereby deleted.
4. The effective date of the above policy is hereby extended to the date shown below.

The total liability of the Company under said policy and this indorsement thereto shall not exceed, in the aggregate, the sum of \$ 89,000.00 and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This indorsement is made a part of said policy and is subject to the Schedules, General Exceptions and the Conditions and Stipulations therein, except as modified by the provisions hereof.

Date: October 3, 1984 at 8 a.m.

PIONEER NATIONAL TITLE INSURANCE COMPANY
(Ticor Title Insurance Company of California)

By

Richard H. Hewlett
Secretary

124 14053

PIONEER NATIONAL
TITLE INSURANCE

A TICO COMPANY

84 8 APR 01

Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration

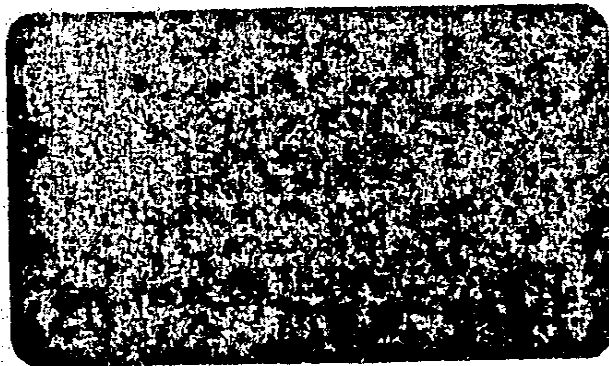
HEREBY INSURES
THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding the amount stated in Schedule A, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations herein contained, which Conditions and Stipulations and General Exceptions, together with Schedules A and B are hereby made a part of this policy.

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.



Pioneer National Title Insurance Company

by *John E. Blood, Jr.*
President

Attest *[Signature]*
Secretary

Countersigned;
By *[Signature]*
Validating Signatory

3985

TO 1089-A: 1 PNT
TO 1089-A: 1 PNT

AGENTS REF. NO. W-16603

124 14053

Policy No. **M-C N° 04759** SCHEDULE A

Date of Policy March 5, 1984
at 8:00 A.M.

Amount \$ Later

1. The estate or interest in the land described or referred to in this Schedule, covered by this policy is:

Fee Simple Estate

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

Mabel W. Conboy, a widow, as her separate estate, as to certain portions of said premises; Remainder in William P. Conboy and Ellen W. Conboy, husband and wife.

3. The land referred to in this policy is situated in the County of Klickitat and is described as follows:
State of Washington

See Exhibit One, amended, October 19, 1983.

W-16603
Exhibit One, amended
October 19, 1983

CONVOY LEGAL DESCRIPTION

124 14053

A PARCEL OF LAND IN THE SOUTH ONE HALF OF SECTION 10, T6N, R12E, W.M.,
Klickitat County, Washington, described as follows:

COMMENCING AT THE BRASS CAP MONUMENT AT THE WEST 1/2 CORNER OF SAID SECTION 10; THENCE S 89° 40' 06" E 1399.56 FEET ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 10 TO AN EXISTING BRASS CAP MONUMENT AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING S 89° 40' 06" E 1533.63 FEET ALONG SAID NORTH LINE TO AN EXISTING 1/2" CAPPED REBAR; THENCE S 1° 34' 41" E 1091.66 FEET ALONG AN EXTENSION OF THE EAST MARGIN OF BUNNELL STREET OF THE PLAT OF GLENWOOD AS RECORDED IN VOL. 10 OF PLATS, PAGE 6, TO THE NORTH MARGIN OF N. 2ND STREET, MC ALLISTERS ADDITION TO GLFNWOOD. AS RECORDED IN VOL. 2 OF PLATS, PAGE 13; THENCE S 88° 25' 19" W 60.00 FEET ALONG SAID NORTH MARGIN; THENCE N 1° 34' 41" W 200.00 FEET ALONG AN EXTENSION OF THE WEST MARGIN OF BUNNELL STREET; THENCE S 88° 25' 19" W ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID MC ALLISTERS ADDITION 360.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN VOL. 112, PAGE 691 OF DEEDS; THENCE S 1° 34' 41" E 50.88 FEET TO AN EXTENSION OF THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN VOL. 154, PAGE 732 OF DEED; THENCE N 85° 34' 41" W 13.81 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE N 85° 34' 41" W 480.11 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE S 1° 34' 41" E 776.91 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND THE NORTH MARGIN OF COUNTY ROAD NO. 91460; THENCE S 84° 56' 49" W 30.00 FEET ALONG SAID NORTH MARGIN TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN VOL. 169, PAGE 69 OF DEEDS; THENCE N 1° 34' 41" W 200.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE S 84° 56' 49" W 200 FEET TO THE NORTHWEST CORNER OF THAT PARCEL "b" AS DESCRIBED IN VOL. 169, PAGE 268 OF DEEDS; THENCE S 1° 34' 41" E 200 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "b" AND THE NORTH MARGIN OF COUNTY ROAD NO. 91460; THENCE S 84° 56' 49" W ALONG SAID MARGIN 8.50 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL "a" AS DESCRIBED IN VOL. 169, PAGE 268 OF DEEDS; THENCE N 1° 34' 41" W 100.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "a"; THENCE S 84° 56' 49" W 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "a"; THENCE S 1° 34' 41" E 100.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "a" AND THE NORTH MARGIN OF COUNTY ROAD NO. 91460; THENCE ALONG SAID NORTH MARGIN S 84° 56' 49" W 175.16 FEET; THENCE ALONG SAID NORTH MARGIN S 85° 12' 55" W 344.29 FEET TO THE INTERSECTION OF COUNTY ROAD NO. 18630; THENCE ALONG THE NORTH MARGIN OF COUNTY ROAD NO. 18630 N 65° 52' 17" W 124.82 FEET; THENCE N 53° 38' 10" W 176.74 FEET; THENCE N 47° 49' 21" W 136.61 FEET; THENCE N 43° 25' 34" W 178.10 FEET; THENCE N 42° 07' 18" W 168.13 FEET; THENCE N 39° 30' 37" W 110.86 FEET; THENCE N 21° 33' 34" W 88.15 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING THAT NORTH MARGIN OF COUNTY ROAD NO. 18630 N 0° 20' 56" E 578.78 FEET TO AN EXISTING BRASS CAP MONUMENT; THENCE S 89° 38' 12" E 825.18 FEET TO AN EXISTING BRASS CAP MONUMENT; THENCE N 0° 20' 48" E 528.08 FEET TO THE TRUE POINT OF BEGINNING.

American Land Title Association
S. Policy Form—1963

SCHEDULE B

124 14053

W-16603

Report Issued March 5, 1984 at 8:00 A.M.

This policy does not insure against loss or damage by reason of the following:

- 1. Easement and right of way for electric transmission line or system, together with appurtenances and related rights in favor of Public Utility District No. 1, Klickitat County

Recorded : July 19, 1968
 Auditor's no. : 131047

Affects : Portion of said premises

- 2. Easement and right of way for electric transmission line or system, together with appurtenances and related rights in favor of Public Utility District No. 1, Klickitat County

Recorded : July 1, 1977
 Auditor's no. : 161780

Affects : The W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said section 10, lying E of Bird Creek Road

- 3. Easement affecting the portion of said premises and for the purposes herein stated, and any incidental purposes.

For : Ingress, egress and utilities
 In favor of : Glenwood Consolidated School District
 Recorded : June 30, 1981
 Auditor's no. : 182165

Affects : Commencing at the NW corner of said Block B, (McCallister Addition), thence N 1°34'41" W along an extension of the E margin of Bunnell Street, 60 feet to the True Point of Beginning;
 Thence N 1°34'41" W 1,092.35 feet; Thence N 89°40'06" W 60.03 feet;
 Thence S 1°34'41" E 1,094.35 feet to the N margin of N 2nd. St.;
 Thence E 60 feet to the True Point of Beginning.

- 4. Right of way for necessary conduits and facilities for the distribution of water, together with the right of entry for repair and maintenance. Including, but not limited to, easements for existing irrigation ditches along the N line and along the S line of that portion of said premises E of Bird Creek, constructive notice of which is imparted by instrument recorded June 30, 1981 under Auditor's no. 182165.

- 5. Any question arising due to the shifting or change in course of Bird Creek, or due to said creek having changed its course.

W-16603
Report Issued March 5, 1984 at 8:00 A.M.
Schedule B
Page 2

124 14053

6. General taxes for the year 1984 in the amount of \$901.80, plus \$16.05 fire patrol and \$12.64 weed control assessments.

(end)

General Exceptions

Governmental Powers

124 14053

1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:

(a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A or the character, size, use or location of any improvement now or hereafter erected on said property.

Matters Not of Record

2. The following matters which are not of record at the date of this policy are not insured against:

(a) rights or claims of parties in possession not shown of record; (b) questions of survey; (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.

Matters Subsequent to Date of Policy

3. This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.

Refusal to Purchase

4. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

124 14053

Conditions of Policy

124 14053

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding be neither served with summons therein nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured, said party shall notify this Company thereof in writing within 90 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

AMENDMENT OF POLICY

7. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

NOTICES, WHERE SENT

8. All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to it at the office which issued this policy or to its Home Office, Claims Department, 6300 Wilshire Boulevard, P.O. Box 92792, Los Angeles, California 90009.

W-16603
Exhibit One, amended
October 19, 1983

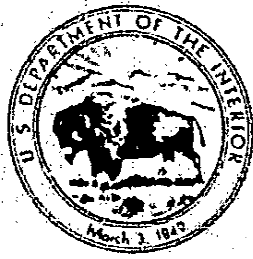
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124 14053

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VOL 228 PAGE 175



United States Department of the Interior

OFFICE OF THE SOLICITOR
Pacific Northwest Region
500 N.E. Multnomah Street, Suite 607
Portland, Oregon 97232

Realty
124 14953
Jr

RECEIVED
SEP 11 1985
BIA PORTLAND

SEP 11 1985

Refer to:
T-84-49

Form (3)
BIA.PN.0431
Memorandum

To: Area Director, Portland Area Office, BIA
Attn. Real Property Management

From: Office of the Regional Solicitor, Pacific Northwest Region

Subject: Final Opinion of Title

Re: Tract No. Conboy/Yakima Tribes - Yakima Reservation
County: Klickitat State: Washington
Estate Acquired: Fee simple
Consideration: \$89,000.00 Acreage: 63.64
Vendor: Mabel W. Conboy, et al
Deed dated: October 2, 1984 Filed: October 2, 1984
Recorded: Volume 228, page 174, Auditor's No. 195813
Title Evidence No. W-16603
Prepared by: Ticor Title Insurance Company of California

An examination has been made of the title data relating to the above tract of land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the enclosed deed.

The attached title evidence and accompanying data disclose valid title to be vested in the United States of America subject to the rights and easements noted in Schedule B of the title evidence, and any reservation contained in the deed, which rights, easements and reservations are in compliance with existing statutes, and are such as your agency has advised will not interfere with the proposed use of the land. * in trust for the Yakima Tribes,

Your file is returned herewith.

For the Regional Solicitor

Thomas A. Kennedy
Thomas A. Kennedy
Attorney
Pacific Northwest Region

Attachment

SHAW DECLARATION EXHIBIT H

**United States Department of the Interior
Bureau of Indian Affairs
Title Status Report**

Report Certification Time and Date: 05/30/1990 08:00:00 PM

Requestor: BKILBORN Date/Time: 05/20/2019 15:45:04

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 6594	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Original Allottee:

See Appendix A for Land Legal Descriptions

Title Status

Tract 124 T 6594 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 124 T 6594 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTR0</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 6594	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Land Legal Descriptions

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
10	006.00N	012.00E	WASHINGTON	KLICKITAT	Willamette		63.640

METES AND BOUNDS: PARTS SW AND NWSE M/B. A PARCEL OF LAND IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, KLINKITAT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE BRASS CAP MONUMENT AT THE WEST QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 89°40'06" EAST, 1399.65 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 10 TO AN EXISTING BRASS CAP MONUMENT AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°40'06" EAST, 1533.63 FEET ALONG SAID NORTH LINE TO AN EXISTING HALF INCH CAPPED REBAR; THENCE SOUTH 1°34'41" EAST, 1091.66 FEET ALONG AN EXTENSION OF THE EAST MARGIN OF BUNNELL STREET OF THE PLAT OF GLENWOOD AS RECORDED IN VOLUME 10 OF PLATS, PAGE 6, TO THE NORTH MARGIN OF NORTH 2ND STREET. MCALLISTERS ADDITION TO GLENWOOD AS RECORDED IN VOLUME 2 OF PLATS, PAGE 13; THENCE SOUTH 88°25'19" WEST, 60.00 FEET ALONG SAID NORTH MARGIN; THENCE NORTH 1°34'41" WEST, 200.00 FEET ALONG AN EXTENSION OF THE WEST MARGIN OF THE WEST MARGIN OF BUNNELL STREET; THENCE SOUTH 88°25'19" WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID MCALLISTERS ADDITION 360.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN VOLUME 112, PAGE 691 OF DEEDS; THENCE SOUTH 1°34'41" EAST, 50.88 FEET TO AN EXTENSION OF THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN VOLUME 154, PAGE 732 OF DEEDS; THENCE NORTH 85°34'41" WEST, 13.81 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 85°34'41" WEST, 480.11 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 1°34'41" EAST, 776.91 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AND THE NORTH MARGIN OF COUNTY ROAD NO. 91460; THENCE SOUTH 84°56'49" WEST, 30.00 FEET ALONG SAID NORTH MARGIN TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED ON VOLUME 168, PAGE 69 OF DEEDS; THENCE NORTH 1°34'41" WEST, 200.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 84°56'49" WEST, 200 FEET TO THE NORTHWEST CORNER OF THAT PARCEL "B" AS DESCRIBED IN VOLUME 169, PAGE 268 OF DEEDS; THENCE SOUTH 1°34'41" EAST, 200 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B" AND THE NORTH MARGIN OF COUNTY ROAD NO. 91460; THENCE SOUTH 84°56'49" WEST ALONG SAID MARGIN 8.50 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL "A" AS DESCRIBED IN VOLUME 169, PAGE 268 OF DEEDS; THENCE NORTH 1°34'41" WEST, 100.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 84°56'49" WEST, 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 1°34'41" EAST, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A" AND THE NORTH MARGIN OF COUNTY ROAD NO. 91460; THENCE ALONG SAID NORTH MARGIN SOUTH 84°56'49" WEST, 175.16 FEET; THENCE ALONG SAID NORTH MARGIN SOUTH 85°12'55" WEST, 344.29 FEET TO THE INTERSECTION OF COUNTY ROAD NO. 18630; THENCE ALONG THE NORTH MARGIN OF COUNTY ROAD NO. 18630 NORTH 65°52'17" WEST, 124.82 FEET; THENCE NORTH 53°38'10" WEST, 176.74 FEET; THENCE NORTH 47°49'21" WEST, 136.61 FEET; THENCE NORTH 43°25'34" WEST, 178.10 FEET; THENCE NORTH 42°07'18" WEST, 168.13 FEET; THENCE NORTH 39°30'37" WEST, 110.86 FEET; THENCE NORTH 21°33'34" WEST, 88.15 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING THAT NORTH MARGIN OF COUNTY ROAD NO. 18630 NORTH 0°20'56" EAST, 578.78 FEET TO AN EXISTING BRASS CAP MONUMENT; THENCE SOUTH 89°38'12" EAST, 825.18 FEET TO AN EXISTING BRASS CAP MONUMENT; THENCE NORTH 0°20'48" EAST, 528.08 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 63.64 ACRES, MORE OR LESS.

TOTAL TRACT ACRES:

63.640

Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 6594	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Effective Ownership as of 11/19/2004

----- OWNER -----					---- DOCUMENT ----			NAME ACQUIRED	FRACTION	AGGR SHARE	AGGREGATE
Tribe & Code	ID No. / DOB	Indian / NonIndian	Title	Interest*	Class	Type	Number	SURNAME / FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
124 YAKIMA	T124-30	Tribe	Trust	All	Deed-TS	SPEC AUT	14053	YAKAMA INDIAN TRIBE	1 1	1	1 1 1.0000000000

* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:										1	1 1.0000000000
IN FEE:										0	1 .0000000000
TOTAL:										1	1 1.0000000000

Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 6594	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

Ownership of Tract 124 T 6594 is encumbered by the following:

NO REALTY DOCUMENTS FOUND

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
MISCELLANEOUS	JOE SALINAS	PERPETUAL	14053	ANY QUESTION ARISING DUE TO THE SHIFTING OR CHANGEIN COURSE OF BIRD CREEK, OR DUE TO SAID CREEK HAVING CHANGED ITS COURSEAS SET FORTH IN TITLE POLICY ACCOMPANYING DEED.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
124	YAKAMA	T 6594	PORTLAND, OR	NORTHWEST REGIONAL OFFICE	YAKAMA AGENCY	Both

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D