

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 94 - 113

OF THE

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution and By-laws of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members; and

WHEREAS, the Council has made a decision to purchase that parcel of land owned by Simpson Timber Company, for the purpose of adding to the land base of the Tribe.

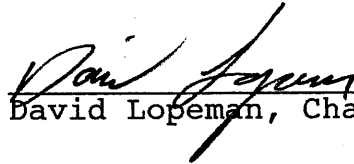
NOW THEREFORE BE IT RESOLVED, that the Council hereby authorizes Chairman David Lopeman, to sign any and all documents pertaining to the purchase of that property on behalf of the Squaxin Island Tribe, and known as Parcel 1 of Boundary Line Adjustment No. 94-75, recorded September 13, 1994, Auditor's File No. 595103 and also known as:

Legal Description. - the North half (N 1/2) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nineteen North (19N), Range three West (3W), excepting therefrom the West 800 feet and the North 585 feet, lying Westerly of the Westerly right-of-way line of Kamilche Lane County Road No. 11310, excepting right of way for Kamilche Lane County Road No. 11310 and excepting therefrom road rights-of-way.

BE IT FURTHER RESOLVED, that the Tribal Council hereby requests that the United States, pursuant to 25 CFR 151 and under the authority of the Indian Reorganization Act 48 - Stat. 984, accept title to the above described real property in trust for the Squaxin Island Tribe.


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

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 13th day of October, 1994, at which a quorum was present and was passed by a vote of 4 for, and 0 against with 1 abstentions.




David Lopeman, Chairman

Attested by:



David Whitener, Sr., Secretary



Cal Peters, Vice-Chairman

MASON COUNTY TITLE INSURANCE COMPANY

P. O. Box 278, Shelton, Washington 98584

Telephone (206) 426-9713

Fax (206) 426-0716

COMMITMENT FOR TITLE INSURANCE**SCHEDULE A****COMMITMENT NO. 68724****Your No.****TO:**

Simpson Timber Company

Squaxin Island Tribe

PO BOX 460

West 81 Highway 108

Shelton WA 98584

Shelton, WA 98584

Attn: William F. Kamin

Attn: David Lopeman

1. **Effective Date:** September 9, 1994, at 8:00 A.M.(X) **ALTA Owner's Policy (10-17-92)**(X) **Standard**

(Request for other policy forms must be approved in writing prior to closing)

| | | |
|-------------|----|------|
| Amount: | | OPEN |
| Premium: | \$ | 0.00 |
| Extra Work: | \$ | 0.00 |
| Tax: | \$ | 0.00 |
| Total: | \$ | 0.00 |

**MINIMUM CANCELLATION if transaction
not consummated: \$59.29**

Proposed Insured:**SQUAXIN ISLAND TRIBE,**2. **Title to the estate or interest in the land described or referred to in the Commitment is the effective date hereof vested in:****SIMPSON TIMBER COMPANY, a Washington corporation**3. **The estate or interest in the land described or referred to in the commitment and covered herein is:****FEE SIMPLE ESTATE.**4. **The land referred to in this Commitment is located in the County of Mason, State of Washington, and is described as follows:****SEE EXHIBIT "A" ATTACHED HERETO**

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

Order No. 68724

- I. The Standard Coverage Policy/Policies ordered will contain as exceptions in Schedule B hereof, those particular standard exceptions which are printed below as items 1 through 11, inclusive.
- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Standard Exceptions:
- (1) Encroachments or questions of location, boundary and area, which an accurate survey may disclose.
 - (2) Public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court record.
 - (3) Rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records.
 - (4) Material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records.
 - (5) Water right or matters relating thereto.
 - (6) Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
 - (7) Exceptions and reservations in United States Patents.
 - (8) Right of use, control or regulation by the United States of America, in the exercise of powers over navigation.
 - (9) Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.
 - (10) General taxes not now payable relating to special assessments and special levies, if any, preceding the same becoming a lien
 - (11) Indian Treaty or aboriginal rights, Indian tribal codes or regulations, including, but not limited to, fishing, harvesting of shellfish, commerce or navigation, including easements or equitable servitudes.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B****SPECIAL EXCEPTIONS**

Order No. 68724

1. Last half of 1994 Real Estate Taxes unpaid; amount of last half: \$63.84. Parcel No. 31918 40 00000

Said taxes also cover other land; there being no segregation of said taxes as to the land covered by this report.

Classified as "forest land" for tax purposes under the provisions of Chapter 204, Section 28, Session Laws of 1984. Subject to further taxation and interest thereupon as provided by Chapters 84.33 and 84.34, R.C.W., upon withdrawal from such classification or change in use. The County Assessor must be consulted immediately if classification is to be continued. New owners must sign Notice of Continuance section in the 1% State Excise Tax Affidavit. If continuance not desired, all compensating or additional tax shall be due and payable at the time of closing of sale. For determination of tax due, consult County Assessor prior to sale.

2. EASEMENT. Subject to a perpetual, non-exclusive easement for road purposes, 20 feet on each side of the centerline of Simpson Timber Company logging roads numbered 2900 and 2901, as they now exist.
3. BOUNDARY LINE ADJUSTMENT NO. 94-75. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County General Services Department.
Recorded: September 13, 1994.
Auditor's File No. 595103
4. Evidence of the authority of the officers of the Squaxin Island Tribe, to execute the forthcoming instruments is requested by this Title Company. Copies of the current Articles and Bylaws and certified copies of appropriate resolutions to be submitted prior to final title policy.
5. None.

NOTE: Any instrument in connection with this transaction should contain the following:

TOGETHER WITH and SUBJECT TO a perpetual, non-exclusive easement, for road purposes, 20 feet on in each side of the centerline of Simpson Timber Company's logging roads numbered 2900 and 2901, as they now exist.

COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
IN MASON COUNTY, WASHINGTON

Order No. 68724

All that portion of the North half (N 1/2) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nineteen (19) North, Range three (3) West, W.M., excepting therefrom the West 800 feet and the North 585 feet, lying Westerly of the Westerly right-of-way line of Kamilche Lane County Road No. 11310, excepting right-of-way for Kamilche Lane County Road No. 11310 and excepting therefrom road rights-of-way.

Said land also known as Parcel 1 of Boundary Line Adjustment No. 94-75, recorded September 13, 1994, Auditor's File No. 595103.

Portion of Parcel No. 31918 40 00000.

595103

REEL 630FR950

BOUNDARY LINE ADJUSTMENT FOR SIMPSON TIMBER COMPANY

Boundary Line Adjustment No. 94-75

Approved: 9.9.94

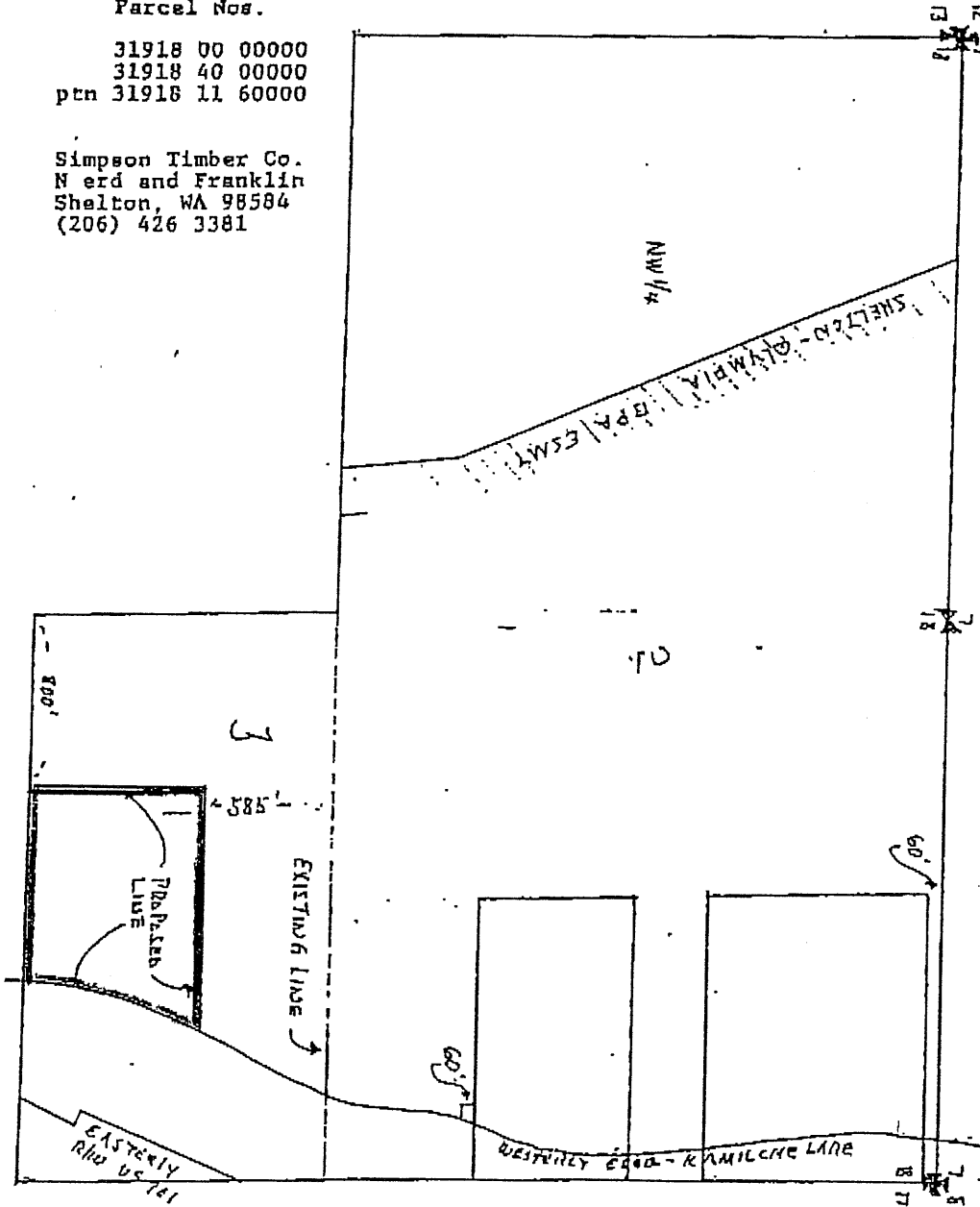
Director of Community Development

Portion of the Northwest quarter, the Northeast quarter and the North half of the Southeast quarter Section 18, Township 19 North, Range 3 West, W.M.

Parcel Nos.

31918 00 00000
31918 40 00000
ptn 31918 11 60000

Simpson Timber Co.
Nerd and Franklin
Shelton, WA 98584
(206) 426 3381



SCALE 1" = 600'

REFERENCE: VOLUME II OF
SADDENS
PAGE 129

NO 68372

9-13-94



Simpson Property

November 3, 1994

Squaxin Island Tribe
W 81 Highway 108
Shelton, WA 98584

RE: Escrow No. 68724 - Ten Thirty One/Squaxin Island Tribe

Dear Sirs:

With reference to the above, please find enclosed the following:

Check in the amount of .89 cents which represents an overpayment of costs

Copy of the signed settlement statement & final

Copy of Escrow Instructions

Copy of recorded quit claim deed - original will be forwarded from the County Auditor

KEEP THIS INFORMATION FOR YOUR PERMANENT FILES. THIS PAPERWORK INCLUDES IMPORTANT TAX INFORMATION.

Thank you for the opportunity to provide you with our title insurance and escrow services. If you should have any questions, please do not hesitate to call.

Sincerely,

David C. Bayley
Vice President of MCTI & Attorney At Law
(206) 427-8088

Title Dept.
130 W. Railroad
(206) 426-9713 • FAX (206) 426-0716

P.O. Box 278
Shelton, WA 98584

Member
American Land Title Association
Washington Land Title Association

Escrow Dept.
126 N. 2nd
(206) 427-8088 • FAX (206) 427-7179



MASON COUNTY TITLE INSURANCE COMPANY
BUYER STATEMENT

NOVEMBER 2, 1994

PAGE 1

ORDER: 68724

BUYER: SQUAXIN ISLAND TRIBE
BUYER'S ADDRESS: W 81 Highway 108
Shelton, WA 98584

FINAL

SELLER: TEN THIRTY ONE, LTD.
SELLER'S ADDRESS: 56th Floor, AT&T Gateway Tower
Seattle, WA 98101-5056

PROPERTY ADDRESS: Tr. 1 BLA 94-75 18-19-3
Shelton, WA 98584

SETTLEMENT DATE: 10/28/94 PRORATE DATE: 10/28/94 PRICE: 95,250.00

| BUYER CHARGES | P.O.C | AMOUNT |
|--|-------|-----------|
| Sale Price | | 95,250.00 |
| ESTIMATED Pro-rated taxes | | 22.55 |
| \$63.84 prorated from 10/28/94 to | | |
| 01/01/95 at 0.346956 per day. | | |
| Owner's coverage | | 274.89 |
| Settlement or closing fees | | 312.62 |
| Recording Fee Deed | | 4.50 |
| State Excise Tax to Mason County Treasurer | | 728.66 |
| Compensating Tax for Removal to Mason County Treasurer's Office | | 3,054.40 |
| | | ----- |
| GROSS DUE FROM BUYER | | 99,647.62 |

| BUYER CREDITS | P.O.C | AMOUNT |
|-------------------------|-------|-----------|
| Cash from Buyer | | 99,648.51 |
| | | ----- |
| TOTAL PAID BY/FOR BUYER | | 99,648.51 |

| | |
|-----------------------|-----------|
| GROSS DUE FROM BUYER | 99,647.62 |
| TOTAL PD BY/FOR BUYER | 99,648.51 |
| | ----- |
| NET TO BUYER | 0.89 |

MASON COUNTY TITLE INSURANCE COMPANY
BUYER STATEMENT

NOVEMBER 2, 1994

PAGE 2

ORDER: 68724

Examined and hereby accepted.

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MASON COUNTY TITLE INSURANCE COMPANY
BUYER STATEMENT

OCTOBER 24, 1994

PAGE 1

ORDER: 68724

THIS TRANSACTION IS PART OF AN I.R.C. SECTION 1031 TAX-DEFERRED EXCHANGE

BUYER: SQUAXIN ISLAND TRIBE
BUYER'S ADDRESS: W 81 Highway 108
Shelton, WA 98584

SELLER: TEN THIRTY ONE, LTD.
SELLER'S ADDRESS: 56th Floor, AT&T Gateway Tower
Seattle, WA 98101-5056

PROPERTY ADDRESS: Tr. 1 BLA 94-75 18-19-3
Shelton, WA 98584

SETTLEMENT DATE: 10/28/94 PRORATE DATE: 10/28/94 PRICE: 95,250.00

| BUYER CHARGES | P.O.C | AMOUNT |
|--|-------|-----------|
| Sale Price | | 95,250.00 |
| ESTIMATED Pro-rated taxes | | 22.55 |
| \$63.84 prorated from 10/28/94 to | | |
| 01/01/95 at 0.346956 per day. | | |
| Owner's coverage | | 274.89 |
| Settlement or closing fees | | 312.62 |
| Recording Fee Deed | | 4.50 |
| State Excise Tax to Mason County Treasurer | | 728.66 |
| Compensating Tax for Removal to Mason County Treasurer's Office | | 3,054.40 |
| GROSS DUE FROM BUYER | | 99,647.62 |

| BUYER CREDITS | P.O.C | AMOUNT |
|-------------------------|-------|--------|
| TOTAL PAID BY/FOR BUYER | | 0.00 |

| | |
|-----------------------|-----------|
| GROSS DUE FROM BUYER | 99,647.62 |
| TOTAL PD BY/FOR BUYER | 0.00 |
| NET FROM BUYER | 99,647.62 |

MASON COUNTY TITLE INSURANCE COMPANY
BUYER STATEMENT

OCTOBER 24, 1994

PAGE 2

ORDER: 68724

Examined and hereby accepted.

SQUAXIN ISLAND TRIBE:

By: David Lope

DAVID LOPEMAN, Chairman

MASON COUNTY TITLE INSURANCE COMPANY

TITLE INSURANCE - ESCROWS

ESCROW NO. 68724

ESCROW INSTRUCTIONS

TO: MASON COUNTY TITLE INSURANCE COMPANY

We hand you herewith:

SELLER: TEN THIRTY ONE, LTD.,

PURCHASER: SQUAXIN ISLAND TRIBE,

- (X) Settlement Statement
- (X) Excise Tax Affidavit
- (X) Quit Claim Deed

Purchaser herein deposits \$99,647.62, with MASON COUNTY TITLE INSURANCE COMPANY and MASON COUNTY TITLE INSURANCE COMPANY is hereby authorized and directed to use, disburse and/or record all of such documents and funds when you can procure at Seller's expense a usual form Standard Owner's Policy of Title Insurance for \$95,250.00, insuring the Purchaser as shown on Earnest Money and Receipt Agreement dated June 17, 1994, and covering the following described property:

LEGAL DESCRIPTION AS SHOWN IN MASON COUNTY TITLE INSURANCE PRELIMINARY REPORT NUMBER 68724.

SUBJECT TO THE FOLLOWING ENCUMBRANCES:

- (X) Taxes and Assessments not delinquent
- (X) Covenants, Conditions, Restrictions, Rights-of-Way, Easements and reservations, shown in Preliminary Title Report issued under the above referenced number.

We authorize you to deduct, pay and prorate, if applicable, at the time of closing the following:

REFER TO TENTATIVE ITEMIZED CLOSING STATEMENT, DISCLOSING:

Recording Charges, Escrow Fees, Real Estate Excise Tax, Title Insurance Premium, all encumbrances on said property which are necessary to permit issuance of the policy or policies of title insurance, Real Estate Taxes, and assessments as of the time of closing, plus specific costs as itemized therein.

The closing agent is instructed to prepare a settlement statement showing all funds deposited into the account of each of the parties and the proposed disbursements from such funds. No funds shall be disbursed until the parties have examined and approved the settlement statement. Some items may be estimated, and the final amount of each estimated item will be adjusted to the exact amount required to be paid at the time of disbursement. The settlement statement will be subject to audit and any errors and omissions may be corrected at any time. If any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

- (X) Purchaser and Seller agree, by executing the documents necessary to close this transaction, that all contingencies on the Earnest Money Agreement and any other attachments thereto have been met or will be met to the satisfaction of the undersigned parties. If not met, they will be handled by and between the parties hereto outside this escrow. MASON COUNTY TITLE INSURANCE COMPANY, as Escrow Agent, shall have no responsibility or liability for said contingencies not met.

X 0.4 X _____

Also, MASON COUNTY TITLE INSURANCE COMPANY AND/OR THE CLOSING OFFICER is not acting as the advocate or representative of either of the parties herein.

We have read the preceding three paragraphs and by initialing in the following spaces, we hereby acknowledge and understand the wording of said paragraphs.

X D.L. X _____

It is agreed that this ESCROW AGREEMENT is based upon the full understanding of the parties hereto and MASON COUNTY TITLE INSURANCE COMPANY, and is a consolidation of the Earnest Money Agreement and all addenda thereto between said parties.

If MASON COUNTY TITLE INSURANCE COMPANY is unable to comply with these escrow instructions on or before November 1, 1994, said monies and instruments shall thereafter be returned to the depositor(s), respectively, upon written demand, but in the absence of such demand, MASON COUNTY TITLE INSURANCE COMPANY shall proceed to comply with these instructions as soon as possible thereafter.

- (XXXX) We/I, the undersigned purchaser(s), acknowledge that I/we have inspected the property and all boundary lines thereon and I/we find the same satisfactory and acceptable and I/we am/are purchasing said property in an AS IS condition.
- (XXXX) I/We, the undersigned seller(s), hereby acknowledge that no labor has been performed upon nor any materials furnished to said property for which laborers or materialmen have any right of lien; that personal property located on the premises is also free all liens, claims and encumbrances.
- (XXXX) IT IS UNDERSTOOD AND AGREED Mason County Title Insurance Company, its Officers and/or its employees, have provided no advice with respect to the structuring of this transaction as a tax-deferred exchange under I.R.C. Section 1031.

In complying with these Escrow Instructions, Escrow Agent shall not be deemed to warrant or assure the desired tax consequences of the transactions completed herein.

THE PARTIES REPRESENT THAT THEY HAVE CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL AND/OR TAX ADVISORS AS THEY DEEM ADVISABLE TO DETERMINE THE TAX AND LEGAL CONSEQUENCES OF THIS TRANSACTION AND THAT THEY ARE NOT RELYING ON THE ESCROW AGENT, ITS OFFICERS AND EMPLOYEES FOR SUCH ADVICE.

IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED PARTIES THAT NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES HAVE BEEN MADE BY THE ESCROW AGENT, ITS OFFICERS, AND EMPLOYEES TO ANY OF THE UNDERSIGNED PARTIES WHICH ARE NOT EXPRESSED IN THE ESCROW INSTRUCTIONS. EACH OF THE UNDERSIGNED PARTIES HAS RELIED UPON HIS JUDGMENT AND/OR THE ADVICE OF AN ATTORNEY, TAX ADVISOR, OR REAL ESTATE CONSULTATION IN EXECUTING THESE ESCROW INSTRUCTIONS AND THE RELATED DOCUMENTS IN THIS TRANSACTION.

MASON COUNTY TITLE INSURANCE COMPANY

TITLE INSURANCE - ESCROWS

ESCROW NO. 68724

ESCROW INSTRUCTIONS

TO: MASON COUNTY TITLE INSURANCE COMPANY

We hand you herewith:

SELLER: TEN THIRTY ONE, LTD.,

PURCHASER: SQUAXIN ISLAND TRIBE,

- (X) Settlement Statement
- (X) Excise Tax Affidavit
- (X) Quit Claim Deed

Purchaser herein deposits \$99,647.62, with MASON COUNTY TITLE INSURANCE COMPANY and MASON COUNTY TITLE INSURANCE COMPANY is hereby authorized and directed to use, disburse and/or record all of such documents and funds when you can procure at Seller's expense a usual form Standard Owner's Policy of Title Insurance for \$95,250.00, insuring the Purchaser as shown on Earnest Money and Receipt Agreement dated June 17, 1994, and covering the following described property:

LEGAL DESCRIPTION AS SHOWN IN MASON COUNTY TITLE INSURANCE PRELIMINARY REPORT NUMBER 68724.

SUBJECT TO THE FOLLOWING ENCUMBRANCES:

- (X) Taxes and Assessments not delinquent
- (X) Covenants, Conditions, Restrictions, Rights-of-Way, Easements and reservations, shown in Preliminary Title Report issued under the above referenced number.

We authorize you to deduct, pay and prorate, if applicable, at the time of closing the following:

REFER TO TENTATIVE ITEMIZED CLOSING STATEMENT, DISCLOSING:

Recording Charges, Escrow Fees, Real Estate Excise Tax, Title Insurance Premium, all encumbrances on said property which are necessary to permit issuance of the policy or policies of title insurance, Real Estate Taxes, and assessments as of the time of closing, plus specific costs as itemized therein.

The closing agent is instructed to prepare a settlement statement showing all funds deposited into the account of each of the parties and the proposed disbursements from such funds. No funds shall be disbursed until the parties have examined and approved the settlement statement. Some items may be estimated, and the final amount of each estimated item will be adjusted to the exact amount required to be paid at the time of disbursement. The settlement statement will be subject to audit and any errors and omissions may be corrected at any time. If any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

- (X) Purchaser and Seller agree, by executing the documents necessary to close this transaction, that all contingencies on the Earnest Money Agreement and any other attachments thereto have been met or will be met to the satisfaction of the undersigned parties. If not met, they will be handled by and between the parties hereto outside this escrow. MASON COUNTY TITLE INSURANCE COMPANY, as Escrow Agent, shall have no responsibility or liability for said contingencies not met.

x MTV x _____

Also, MASON COUNTY TITLE INSURANCE COMPANY AND/OR THE CLOSING OFFICER is not acting as the advocate or representative of either of the parties herein.

We have read the preceding three paragraphs and by initialing in the following spaces, we hereby acknowledge and understand the wording of said paragraphs.

X MAV X _____

It is agreed that this ESCROW AGREEMENT is based upon the full understanding of the parties hereto and MASON COUNTY TITLE INSURANCE COMPANY, and is a consolidation of the Earnest Money Agreement and all addenda thereto between said parties.

If MASON COUNTY TITLE INSURANCE COMPANY is unable to comply with these escrow instructions on or before November 1, 1994, said monies and instruments shall thereafter be returned to the depositor(s), respectively, upon written demand, but in the absence of such demand, MASON COUNTY TITLE INSURANCE COMPANY shall proceed to comply with these instructions as soon as possible thereafter.

(XXXX) We/I, the undersigned purchaser(s), acknowledge that I/we have inspected the property and all boundary lines thereon and I/we find the same satisfactory and acceptable and I/we am/are purchasing said property in an AS IS condition.

(XXXX) I/We, the undersigned seller(s), hereby acknowledge that no labor has been performed upon nor any materials furnished to said property for which laborers or materialmen have any right of lien; that personal property located on the premises is also free all liens, claims and encumbrances.

(XXXX) IT IS UNDERSTOOD AND AGREED Mason County Title Insurance Company, its Officers and/or its employees, have provided no advice with respect to the structuring of this transaction as a tax-deferred exchange under I.R.C. Section 1031.

In complying with these Escrow Instructions, Escrow Agent shall not be deemed to warrant or assure the desired tax consequences of the transactions completed herein.

THE PARTIES REPRESENT THAT THEY HAVE CONSULTED WITH SUCH INDEPENDENT LEGAL COUNSEL AND/OR TAX ADVISORS AS THEY DEEM ADVISABLE TO DETERMINE THE TAX AND LEGAL CONSEQUENCES OF THIS TRANSACTION AND THAT THEY ARE NOT RELYING ON THE ESCROW AGENT, ITS OFFICERS AND EMPLOYEES FOR SUCH ADVICE.

IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED PARTIES THAT NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES HAVE BEEN MADE BY THE ESCROW AGENT, ITS OFFICERS, AND EMPLOYEES TO ANY OF THE UNDERSIGNED PARTIES WHICH ARE NOT EXPRESSED IN THE ESCROW INSTRUCTIONS. EACH OF THE UNDERSIGNED PARTIES HAS RELIED UPON HIS JUDGMENT AND/OR THE ADVICE OF AN ATTORNEY, TAX ADVISOR, OR REAL ESTATE CONSULTATION IN EXECUTING THESE ESCROW INSTRUCTIONS AND THE RELATED DOCUMENTS IN THIS TRANSACTION.

MASON COUNTY TITLE INSURANCE COMPANY

TITLE INSURANCE - ESCROWS

ESCROW NO. 68724

ESCROW INSTRUCTIONS

TO: MASON COUNTY TITLE INSURANCE COMPANY

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PURCHASER: SQUAXIN ISLAND TRIBE,

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- (X) Taxes and Assessments not delinquent
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- (X) Purchaser and Seller agree, by executing the documents necessary to close this transaction, that all contingencies on the Earnest Money Agreement and any other attachments thereto have been met or will be met to the satisfaction of the undersigned parties. If not met, they will be handled by and between the parties hereto outside this escrow. MASON COUNTY TITLE INSURANCE COMPANY, as Escrow Agent, shall have no responsibility or liability for said contingencies not met.

X _____ X _____

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- (XXXX) I/We, the undersigned seller(s), hereby acknowledge that no labor has been performed upon nor any materials furnished to said property for which laborers or materialmen have any right of lien; that personal property located on the premises is also free all liens, claims and encumbrances.
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IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED PARTIES THAT NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES HAVE BEEN MADE BY THE ESCROW AGENT, ITS OFFICERS, AND EMPLOYEES TO ANY OF THE UNDERSIGNED PARTIES WHICH ARE NOT EXPRESSED IN THE ESCROW INSTRUCTIONS. EACH OF THE UNDERSIGNED PARTIES HAS RELIED UPON HIS JUDGMENT AND/OR THE ADVICE OF AN ATTORNEY, TAX ADVISOR, OR REAL ESTATE CONSULTATION IN EXECUTING THESE ESCROW INSTRUCTIONS AND THE RELATED DOCUMENTS IN THIS TRANSACTION.

598072

Re-record
598097

M C T I Mason County Title Insurance Company

After Recording Mail To:

SQUAXIN ISLAND TRIBE
W 81 Highway 108
Shelton, WA 98584

REEL 645FR862
RECORDED 9.00 FILED
REF 645 FR 862-264
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

94 NOV -1 PM 4:31

REQUEST OF:

M. C. T. I

*This Deed being re-recorded to attach signature pages
MCTI FILE NO. 68724

QUIT CLAIM DEED

THE GRANTOR SIMPSON TIMBER COMPANY, a Washington corporation
for and in consideration of "I.R.C. Section 1031 tax-deferred exchange"
convey(s) and quit claim(s) to SQUAXIN ISLAND TRIBE,
the following described real estate, situated in the County of Mason,
State of Washington including any interest therein which grantor may
hereafter acquire:

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

DATED: OCTOBER 20, 1994

F. C. Moseley
F. C. MOSELEY, Vice Chairman

Joseph R. Breed
JOSEPH R. BREED, Vice President
Asst. Secretary

AFFIDAVIT
No. 21104...
WM. REAL ESTATE
EXCISE TAX
PAID 1457.32
NOV 01 1994

DORENE RAE
Treas., Mason County

STATE OF WASHINGTON

COUNTY OF KING

F. C. MOSELEY
vice
CHAIRMAN

On this 31st day of OCTOBER, 1994 before me the undersigned Notary Public, personally
appeared F. R. Ingham, Jr. (proven to be on the basis of satisfactory evidence or personally known to me) to be
the President of Simpson Timber Company the corporation who executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath state he is authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon D. Grainer
Notary Public in and for the State
of Washington residing at RAINBOWE IS.
My appointment expires 11-1-94
STATE OF WASHINGTON



COUNTY OF KING

ASST.
SECRETARY

On this 31st day of OCTOBER, 1994 before me the undersigned Notary Public, personally
appeared Joseph R. Breed (proven to be on the basis of satisfactory evidence or personally known to me) to be the
Vice-President of Simpson Timber Company the corporation who executed the foregoing instrument, and
acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath state he is authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon D. Grainer
Notary Public in and for the State
of Washington residing at RAINBOWE IS.
My appointment expires 11-1-94



NO. 60724

EXHIBIT A

All that portion of the North half (N 1/2) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nineteen (19) North, Range three (3) West, N.H., EXCEPTING therefrom the West 800 feet and the North 505 feet, lying westerly of the westerly right-of-way line of Kamitche Lane County Road No. 11310, EXCEPTING right-of-way for Kamitche Lane County Road No. 11310 and EXCEPTING therefrom road rights-of-way.

Said land also known as Parcel 1 of Boundary Line Adjustment No. 94-75, recorded September 13, 1994, Auditor's file No. 595103. Portion of Parcel No. 31918 40 00000.

TOGETHER WITH and SUBJECT TO a perpetual, non-exclusive easement, for road purposes, 20 feet on each side of the centerline of Simpson Timber Company's logging roads numbered 2900 and 2901, as they now exist.

SUBJECT TO THE FOLLOWING:

1. BOUNDARY LINE ADJUSTMENT NO. 94/75. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Hason County General Services Department. Record: September 13, 1994. Auditor's file No. 595103

RIGHT TO RE-PURCHASE:

Subject to the restriction that the Grantee herein agrees that the within described property will be used for a septic system installation and possible water storage. If, for any reason, grantee ceases to use the property for these purposes for a period of one year, Grantor reserves the exclusive first right to purchase the property back from Grantee at the price described in Section 1 of that certain purchase and sale Agreement dated June 17, 1994, between the Grantor and Grantee herein.

XX *[Signature]* DAVID TOPENAH, Chairman of F. C. Noseley, Vice Chairman of Squaxin Island Tribe of Simpson Timber Co. Date: 10/31/94

XX *[Signature]* JOSEPH R. BUELD, Vice Pres. Asst. Secretary of Simpson Timber Company Date: 10/31/94

3. Subject to noise, dust, smoke and odors resulting from harvesting, planting, fertilization and pest control as associated with grantor's usual and normal agricultural and forestry management practices on adjoining and adjacent forest lands, and, as such, these normal and usual practices when performed in accordance with State and Federal laws, shall not be subject to legal action as a public nuisance. This declaration shall become appurtenant to the within described land being sold herein, be binding on the heirs, successors and/or assigns of the grantee herein and run with the title to said land.

4. REPAIR AND MAINTENANCE OF ACCESS ROADS: Grantee shall bear the cost of bringing the access road to a usable condition, including the rebuilding of the stream crossing under an approved Washington State hydraulics permit. Subsequently, Grantee agrees at all times to keep said road in a reasonable state of repair except that Grantor agrees that when Grantor, its successors and assigns shall use any portion of said road for the purpose of hauling timber or other valuable materials then Grantor shall perform or cause to be performed, or contribute or cause to be contributed its prorate share of maintenance and resurfacing which is occasioned by such use according to the ratio such use bears to the total use of the road.

XX *[Signature]* DAVID TOPENAH, Chairman of F. C. Noseley, Vice Chairman of Squaxin Island Tribe of Simpson Timber Company Date: 10-31-94

XX *[Signature]* JOSEPH R. BUELD, Vice Pres. Asst. Secretary of Simpson Timber Company Date: 10-31-94

NO. 68724

EXHIBIT A

All that portion of the North half (N 1/2) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nine (9) North, Range three (3) West, N.H., EXCEPTING therefrom the West 800 feet and the North 585 feet, lying westerly of the 11310, EXCEPTING right-of-way for Kamlitche Lane County Road No. 11310 and EXCEPTING therefrom road rights-of-way.

Said land also known as Parcel 1 of Boundary Line Adjustment No. 94-75, recorded September 13, 1994, Auditor's File No. 595103. Portion of Parcel No. 31918 40 00000.

TOGETHER WITH and SUBJECT TO a perpetual, non-exclusive easement, for road purposes, 20 feet on each side of the centerline of Simpson Timber Company's logging roads numbered 2900 and 2901, as they now exist.

SUBJECT TO THE FOLLOWING:

- 1. **BOUNDARY LINE ADJUSTMENT NO. 94/75.** The combined tracts set forth therein shall not be further subdivided without prior written permission of the Hason County General Services Department.
Recorded: September 13, 1994.
Auditor's File No. 595103.

- 2. **RIGHT TO RE-PURCHASE:**
Subject to the restriction that the Grantee herein agrees that the within described property will be used for a septic system installation and possible water storage. If, for any reason, Grantee ceases to use the property for these purposes for a period of one year, Grantor reserves the exclusive first right to purchase the property back from Grantee at the price described in Section 1 of that certain Purchase and Sale Agreement dated June 17, 1994, between the Grantor and Grantee herein.

XX
 T. R. HIGLIAN, JR., Pres.
 of Simpson Timber Co.
 Date: _____

XX
 DAVID LOPEHAI, Chairman of
 Squaxin Island Tribe
 Date: 10/26/94

XX
 JOSEPH R. BREED, Vice Pres.
 of Simpson Timber Company
 Date: _____

- 3. Subject to noise, dust, smoke and odors resulting from harvesting, planting, fertilization and pest control as associated with grantor's usual and normal agricultural and forestry management practices on adjoining and adjacent lands, and, as such, these normal and usual practices when performed in accordance with state and federal laws, shall not be subject to legal action as a public nuisance. This declaration shall become appurtenant to the within described land being sold herein, be binding on the heirs, successors and/or assigns of the grantee herein and run with the title to said land.

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Grantee shall bear the cost of bringing the access road to a usable condition, including the rebuilding of the stream crossing under an approved Washington State hydraulics permit. Subsequently, Grantee agrees at all times to keep said road in a reasonable state of repair except that Grantor agrees that when Grantor, its successors and assigns shall use any portion of said road for the purpose of hauling timber or other valuable materials then Grantor shall perform or cause to be performed, or contribute or cause to be contributed its pro-rata share of maintenance and resurfacing which is occasioned by such use according to the ratio such use bears to the total use of the road.

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 T. R. HIGLIAN, JR., Pres.
 of Simpson Timber Company
 Date: _____

XX
 DAVID LOPEHAI, Chairman of
 Squaxin Island Tribe
 Date: 10/26/94

XX
 JOSEPH R. BREED, Vice Pres.
 of Simpson Timber Company
 Date: _____

REC'D: 11/10 FILED
 FRENCH
 ADDITOR: HASON COUNTY
 ALLAN T. BROTCHE
 94 NOV -2 AM 11:15
 REQUEST OF:
 M. C. T. I.

ASSIGNMENT OF CONTRACT

This ASSIGNMENT OF CONTRACT (this "Assignment") is entered into this 24th day of October, 1994, by and among SIMPSON TIMBER COMPANY, a Washington corporation ("Exchangor") and TEN THIRTY ONE, LTD., a Washington corporation ("Seller").

This Assignment is made with reference to and reliance upon the following facts:

Exchangor and the Squaxin Island Tribe ("Buyer") heretofore entered into that certain Agreement dated June 17, 1994 (the "Agreement"), a true and accurate copy of which is attached hereto as Exhibit A, wherein Exchangor has agreed to sell to Buyer that certain real property described in the Agreement (the "Subject Property").

Exchangor now wishes to assign to Seller all of Exchangor's rights under the Agreement to so dispose of the Subject Property so as to effectuate a tax-deferred exchange of like kind property interests and Seller wishes to acquire all of Exchangor's rights and obligations under the Agreement.

ACCORDINGLY, in consideration of the mutual covenants, conditions and agreements set forth herein and in the Agreement, the parties hereto agree as follows:

Section 1. Assignment. Exchangor hereby transfers and assigns all of Exchangor's right, title and interest in the Agreement to Seller and hereby delegates all of Exchangor's obligations under the Agreement to Seller, except that Exchangor shall retain any representations and warranties made by either Exchangor or Buyer in the Agreement.

Seller hereby assumes all such rights, title and interest in and all of the obligations under the Agreement.

Section 2. Counterparts. This Assignment may be signed in counterparts and shall have the same force and effect as if a single document had been signed by the parties hereto.

Section 3. Attorneys' Fees. If any party hereto commences an action to interpret or enforce this Agreement or any provision hereof, the prevailing party shall be entitled to an award of costs and attorneys' and experts' fees in addition to all other amounts awarded by the Court.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first set forth above.

Exchangor:

SIMPSON TIMBER COMPANY, a Washington corporation

T.R. Ingham, Jr.
By: T.R. Ingham, Jr.

Its: President

Seller:

TEN THIRTY ONE, LTD., a Washington corporation

Mary Foster Vrbanac
By: Mary Foster Vrbanac
Mary Foster Vrbanac, President

Acknowledged and Accepted:

Squaxin Island Tribe

David Lopeman
By: David Lopeman

Its: Chairman, Squaxin Island Tribe

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Stewart Morris Jr.
Chairman of the Board

Malcolm S. Morris
President

Countersigned:

Valerie C. J. [Signature]
Authorized Signatory

Mason County Title Company
Company

Shelton WA 98584

City, State



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

This policy is valid only if Schedule B is attached

MASON COUNTY TITLE COMPANY

Schedule A

Order No. 68724
Policy No. O-9993-102113

Date of Policy: November 2, 1994 at 11:16 a.m.

Policy of Title Insurance

Policy Amount: \$95,250.00

Premium: \$510.00

The Policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the Policy Date.

1. Name of Insured:

SQUAXIN ISLAND TRIBE,

2. Title to the Estate, Lien or interest insured by this policy is vested in:

THE NAMED INSURED.

3. Estate, lien or interest insured:

FEE SIMPLE ESTATE.

4. The land referred to in this policy is located in the County of Mason State of Washington and described as follows:

SEE EXHIBIT "A" ATTACHED

Schedule B

Order No. 68724

Policy No. O-9993-102113

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE

In addition to the paragraphs numbered 1 to 4 inclusive set forth on the inside cover sheet of this policy under the heading Schedule of Exclusions From Coverage, you are not insured against loss, costs, attorney's fees and expenses resulting from:

STANDARD EXCEPTIONS:

- (1) Encroachments or questions of location, boundary and area, which an accurate survey may disclose.
- (2) Public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court record.
- (3) Rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records.
- (4) Material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records.
- (5) Water right or matters relating thereto.
- (6) Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- (7) **Exceptions and reservations in United States Patents.**
- (8) **Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.**
- (10) General taxes not now payable relating to special assessments and special levies, if any, preceding the same becoming a lien.
- (11) Indian Treaty or aboriginal rights, Indian tribal codes or regulations, including, but not limited to, fishing, harvesting of shellfish, commerce or navigation, including easements or equitable servitudes.

Schedule B

Order No. 68724
Policy No. O-9993-102113

SPECIAL EXCEPTIONS:

1. 1994 Real Estate Taxes paid in full; original amount: \$127.68.
Parcel No. 31918 40 00000

Said taxes also cover other land; there being no segregation of said taxes as to the land covered by this report.

2. EASEMENT. Subject to a perpetual, non-exclusive easement for road purposes, 20 feet on each side of the centerline of Simpson Timber Company logging roads numbered 2900 and 2901, as they now exist.

3. BOUNDARY LINE ADJUSTMENT NO. 94/75. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County General Services Department.
Recorded: September 13, 1994.
Auditor's File No. 595103

4. RIGHT TO RE-PURCHASE:
Subject to the restriction that the Grantee herein agrees that the within described property will be used for a septic system installation and possible water storage. If, for any reason, Grantee ceases to use the property for these purposes for a period of one year, Grantor reserves the exclusive first right to purchase the property back from Grantee at the price described in Section I of that certain Purchase and Sale Agreement dated June 17, 1994, between the Grantor and Grantee herein, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.

5. Subject to noise, dust, smoke and odors resulting from harvesting, planting, fertilization and pest control as associated with Grantor's usual and normal agricultural and forestry management practices on adjoining and adjacent forest lands, and, as such, these normal and usual practices when performed in accordance with State and Federal laws, shall not be subject to legal action as a public nuisance. This declaration shall become appurtenant to the within described land being sold herein, be binding on the heirs, successors and/or assigns of the grantee herein and run with the title to said land, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.

REPAIR AND MAINTENANCE OF ACCESS ROADS:

6. Grantee shall bear the cost of bringing the access road to a usable condition, including the rebuilding of the stream crossing under an approved Washington State hydraulics permit. Subsequently, Grantee agrees at all times to keep said road in a reasonable state of repair except that Grantor agrees that when Grantor, its successors and assigns shall use any portion of said road for the purpose of hauling timber or other valuable materials then Grantor shall perform or cause to be performed, or contribute or cause to be contributed its prorata share of maintenance and resurfacing which is occasioned by such use according to the ratio such use bears to the total use of the road, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.
7. None.

"End of Schedule B"

POLICY FOR TITLE INSURANCE
EXHIBIT "A"
IN MASON COUNTY, WASHINGTON

Order No. 68724
Policy No. O-9993-102113

All that portion of the North half (N 1/2) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nineteen (19) North, Range three (3) West, W.M., excepting therefrom the West 800 feet and the North 585 feet, lying Westerly of the Westerly right-of-way line of Kamilche Lane County Road No. 11310, excepting right-of-way for Kamilche Lane County Road No. 11310 and excepting therefrom road rights-of-way.

Said land also known as Parcel 1 of Boundary Line Adjustment No. 94-75, recorded September 13, 1994, Auditor's File No. 595103.

Portion of Parcel No. 31918 40 00000.

POLICY OF TITLE INSURANCE ISSUED BY

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GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

STEWART TITLE
GUARANTY COMPANY

Arthur J. Morris Jr.
Chairman of the Board

Countersigned:
William C. Parks
Authorized Signatory
Mason County Title Company
Company
Shelton WA 98584
City, State

Malcolm S. Morris
President



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The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
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2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
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This policy is valid only if Schedule B is attached

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2. Title to the Estate, Lien or interest insured by this policy is vested in:

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4. The land referred to in this policy is located in the County of Mason State of Washington and described as follows:

SEE EXHIBIT 'A' ATTACHED

Schedule B

Order No. 68724
Policy No. O-9993-102113

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- (2) Public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court record.
- (3) Rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records.
- (4) Material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records.
- (5) Water right or matters relating thereto.
- (6) Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- (7) ~~Exceptions and reservations in United States Patents.~~
- (8) ~~Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.~~
- (9) ~~Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.~~
- (10) General taxes not now payable relating to special assessments and special levies, if any, preceding the same becoming a lien.
- (11) Indian Treaty or aboriginal rights, Indian tribal codes or regulations, including, but not limited to, fishing, harvesting of shellfish, commerce or navigation, including easements or equitable servitudes.

Schedule B

Order No. 68724
Policy No. O-9993-102113

SPECIAL EXCEPTIONS:

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3. BOUNDARY LINE ADJUSTMENT NO. 94/75. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County General Services Department.
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Auditor's File No. 595103
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5. Subject to noise, dust, smoke and odors resulting from harvesting, planting, fertilization and pest control as associated with Grantor's usual and normal agricultural and forestry management practices on adjoining and adjacent forest lands, and, as such, these normal and usual practices when performed in accordance with State and Federal laws, shall not be subject to legal action as a public nuisance. This declaration shall become appurtenant to the within described land being sold herein, be binding on the heirs, successors and/or assigns of the grantee herein and run with the title to said land, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.

REPAIR AND MAINTENANCE OF ACCESS ROADS:

6. Grantee shall bear the cost of bringing the access road to a usable condition, including the rebuilding of the stream crossing under an approved Washington State hydraulics permit. Subsequently, Grantee agrees at all times to keep said road in a reasonable state of repair except that Grantor agrees that when Grantor, its successors and assigns shall use any portion of said road for the purpose of hauling timber or other valuable materials then Grantor shall perform or cause to be performed, or contribute or cause to be contributed its prorata share of maintenance and resurfacing which is occasioned by such use according to the ratio such use bears to the total use of the road, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.
7. None.

"End of Schedule B"

POLICY FOR TITLE INSURANCE
EXHIBIT "A"
IN MASON COUNTY, WASHINGTON

Order No. 68724
Policy No. 0-9993-102113

All that portion of the North half (N 1/2) of the Southeast quarter (SE 1/4) of Section eighteen (18), Township nineteen (19) North, Range three (3) West, W.M., excepting therefrom the West 800 feet and the North 585 feet, lying Westerly of the Westerly right-of-way line of Kamilche Lane County Road No. 11310, excepting right-of-way for Kamilche Lane County Road No. 11310 and excepting therefrom road rights-of-way.

Said land also known as Parcel 1 of Boundary Line Adjustment No. 94-75, recorded September 13, 1994, Auditor's File No. 595103.

Portion of Parcel No. 31918 40 00000.

POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

STEWART TITLE

GUARANTY COMPANY

Malcolm S. Morris

 President

Stewart Morris Jr.

 Chairman of the Board

Countersigned:
Marvin C. B...

 Authorized Signatory

Mason County Title Company
 Company
Shelton WA 98584

 City, State



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

This policy is valid only if Schedule B is attached

MASON COUNTY TITLE COMPANY

Schedule A

Order No. 68724
Policy No. O-9993-102113

Date of Policy: November 2, 1994 at 11:16 a.m.

Policy of Title Insurance

Policy Amount: \$95,250.00

Premium: \$510.00

The Policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the Policy Date.

1. Name of Insured:

SQUAXIN ISLAND TRIBE,

2. Title to the Estate, Lien or interest insured by this policy is vested in:

THE NAMED INSURED.

3. Estate, lien or interest insured:

FEE SIMPLE ESTATE.

4. The land referred to in this policy is located in the County of Mason State of Washington and described as follows:

SEE EXHIBIT "A" ATTACHED

Schedule B

Order No. 68724
Policy No. O-9993-102113

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:

In addition to the paragraphs numbered 1 to 4 inclusive set forth on the inside cover sheet of this policy under the heading Schedule of Exclusions From Coverage, you are not insured against loss, costs, attorney's fees and expenses resulting from:

STANDARD EXCEPTIONS:

- (1) Encroachments or questions of location, boundary and area, which an accurate survey may disclose.
- (2) Public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court record.
- (3) Rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records.
- (4) Material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records.
- (5) Water right or matters relating thereto.
- (6) Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- (7) ~~Exceptions and reservations in United States Patents:~~
- (8) ~~Any prohibition or limitation on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.~~
- (9) ~~Any prohibition or limitation on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.~~
- (10) General taxes not now payable relating to special assessments and special levies, if any, preceding the same becoming a lien.
- (11) Indian Treaty or aboriginal rights, Indian tribal codes or regulations, including, but not limited to, fishing, harvesting of shellfish, commerce or navigation, including easements or equitable servitudes.

Schedule B

Order No. 68724
Policy No. O-9993-102113

SPECIAL EXCEPTIONS:

1. **1994 Real Estate Taxes paid in full; original amount: \$127.68.**
Parcel No. 31918 40 00000

Said taxes also cover other land; there being no segregation of said taxes as to the land covered by this report.

2. EASEMENT. Subject to a perpetual, non-exclusive easement for road purposes, 20 feet on each side of the centerline of Simpson Timber Company logging roads numbered 2900 and 2901, as they now exist.

3. BOUNDARY LINE ADJUSTMENT NO. 94/75. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County General Services Department.
Recorded: September 13, 1994.
Auditor's File No. 595103

4. RIGHT TO RE-PURCHASE:
Subject to the restriction that the Grantee herein agrees that the within described property will be used for a septic system installation and possible water storage. If, for any reason, Grantee ceases to use the property for these purposes for a period of one year, Grantor reserves the exclusive first right to purchase the property back from Grantee at the price described in Section I of that certain Purchase and Sale Agreement dated June 17, 1994, between the Grantor and Grantee herein, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.

5. Subject to noise, dust, smoke and odors resulting from harvesting, planting, fertilization and pest control as associated with Grantor's usual and normal agricultural and forestry management practices on adjoining and adjacent forest lands, and, as such, these normal and usual practices when performed in accordance with State and Federal laws, shall not be subject to legal action as a public nuisance. This declaration shall become appurtenant to the within described land being sold herein, be binding on the heirs, successors and/or assigns of the grantee herein and run with the title to said land, as described in instrument recorded November 1, 1994, Auditor's File No. 598072, and rerecorded November 2, 1994, Auditor's File No. 589097.

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7. None.

"End of Schedule B"

POLICY FOR TITLE INSURANCE
EXHIBIT "A"
IN MASON COUNTY, WASHINGTON

Order No. 68724
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