

D OF SURVEY
IN THE
SE 1/4 SEC. 5
AND THE
N 1/2 NE 1/4 SEC. 8
AND THE
W 1/2 NW 1/4 SEC. 9
T4N, R 1E, W.M.,
CLARK COUNTY, WA

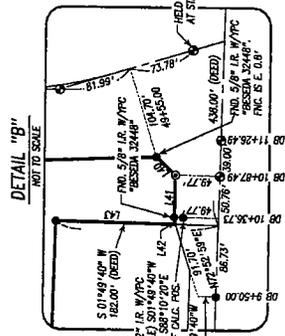
- LEGEND**
- SET 1/2" X 24" IRON ROD WITH YELLOW PLASTIC CAP (OLSON ENG. PLS. 40018) DURING THIS SURVEY UNLESS OTHERWISE INDICATED
 - FOUND BOX SIGN WITH 2" IRON PIPE WITH BRASS PIN



BASIS OF BEARINGS
BEARINGS ARE BASED ON THE 3-D SURVEY CONTROL POINTS AND 2-D SURVEY CONTROL POINTS. GPS PROCEDURES WHILE OCCUPYING POINTS 1, 2 AND 11.

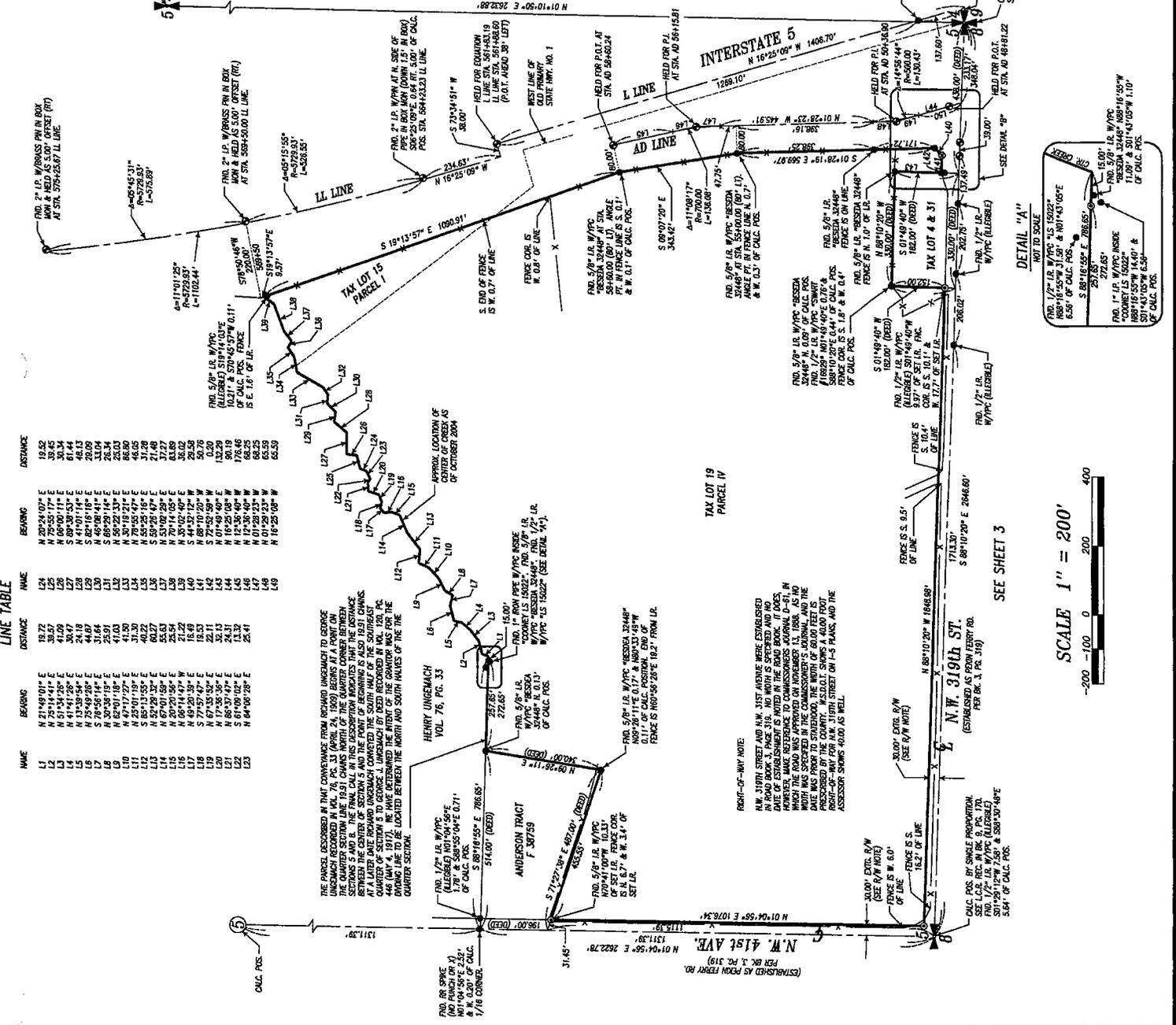


219106



FILE: P:\7700\7710\7711\1111\1111\1111.dwg
DATE: 08/20/2005 10:50:00 AM
DRAWN BY: J.C.
SCALE: 1"=200'
JOB NO.: 77110001
CALC. BY: J.C.
DATE: AUG. 2005
SHEET: 2 OF 2

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC.
1111 BROADWAY
VANCOUVER, WA 98660
360/695-1385



LINE TABLE

NAME	BEARING	DISTANCE
L1	N 21°48'01" E	18.72
L2	N 75°55'17" E	38.45
L3	N 09°00'11" E	30.34
L4	N 41°01'14" E	41.09
L5	N 13°38'54" E	24.18
L6	S 82°16'16" E	44.87
L7	N 46°08'41" E	33.04
L8	S 76°56'14" E	31.64
L9	N 82°01'18" E	23.03
L10	N 30°18'21" E	66.80
L11	N 79°55'47" E	46.05
L12	S 53°26'47" E	21.48
L13	N 53°02'28" E	37.27
L14	N 70°14'09" E	63.89
L15	N 20°20'56" E	25.54
L16	N 48°20'39" E	16.48
L17	S 77°57'47" E	19.53
L18	N 67°35'32" E	22.11
L19	N 86°37'47" E	24.31
L20	S 61°06'28" E	13.41
L21	N 64°06'28" E	25.47
L22	N 16°25'08" W	65.59
L23	N 16°25'08" W	65.59

THE PARCEL DESCRIBED IN THAT CONVEYANCE FROM BROADWAY UNDEMEACH TO GEORGE HENRY UNDEMEACH AND HIS WIFE, BEING THE CENTER OF SECTION 5 AND THE QUARTER SECTION 15, IS CHANGING FROM THE CENTER OF SECTION 5 AND THE POINT OF BEGINNING IS ALSO THE CENTER OF SECTION 5 AND THE POINT OF BEGINNING IS ALSO THE CENTER OF SECTION 5 TO GEORGE HENRY UNDEMEACH (BY DEED RECORDED IN VOL. 120, PG. 444 (MAY 4, 1917)). HE HAS DETERMINED THE INTENT OF THE GRANTOR FOR THE DIVING LINE TO BE LOCATED BETWEEN THE NORTH AND SOUTH HALVES OF THE QUARTER SECTION.

APPROX. LOCATION OF FENCE CORNER AS OF OCTOBER 2004
W. 0.07' OF LINE

FRONT-OF-WAY NOTE:
N.W. 319th STREET AND N.W. 41st AVENUE WERE ESTABLISHED IN PLANS BOOK 3, PAGE 319. NO WIDTH IS SPECIFIED AND NO DATE OF ESTABLISHMENT IS NOTED IN THE ROAD BOOK. IF DOES, HOWEVER, MAKE REFERENCE TO COMMISSIONER'S JOURNAL, 6-51, IN WHICH THE WIDTH WAS SPECIFIED IN THE COMMISSIONER'S JOURNAL, AND THE DATE WAS PRIOR TO STAMBECK, THE WIDTH OF 60.00 FEET IS PROCEEDED BY THE COUNTY. THE WIDTH OF 60.00 FEET IS PROCEEDED BY THE COUNTY. THE WIDTH OF 60.00 FEET IS PROCEEDED BY THE COUNTY. THE WIDTH OF 60.00 FEET IS PROCEEDED BY THE COUNTY.

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SEE SHEET 3

SEE DETAIL "A"
NOT TO SCALE
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1400 Washington St., Suite 100
P.O. Box 1308 • Vancouver, WA 98660
Telephone (360) 694-4722 • Fax (360) 694-4734 • www.clarkcountytile.com

Supplemental No. 2
to Title Order No. 77558

Escrow Officer: *n/a*
Title Officer: **Rodney Gish**

Property Address:
3402 NW 319th Street
Ridgefield, WA 98642
Re: BATES/USA

Supplemental dated: May 1, 2006

The following matters affect the title to the property covered by the above referenced Preliminary Commitment, but is not intended to represent a complete report to date:

1. **SALISHAN-MOHEGAN, LLC**, a Washington limited liability company, as to Parcels I, II, III, V, VI, VII and VIII and **ALF GREGERSON AND LILI GREGERSON, Trustees, or their successors in trust, under the GREGERSON LIVING TRUST, dated November 18, 1996, and any amendments thereto, as to Parcel IV.**
2. **ASSESSMENTS**, if any, levied by the City of **Ridgefield**.

This supplemental is made a part of said Commitment including any prior Supplemental, and is subject to the schedules, terms and provisions and the conditions and stipulations therein, except as modified by the provisions herein, it does not extend the effective date of said Commitment.

Clark County Title Co

By *Rodney Gish*
Rodney Gish, Title officer



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Supplemental No. 1
to Title Order No. 77558

Escrow Officer: n/a
Title Officer: **Rodney Gish**

Property Address:
3402 NW 319th Street
Ridgefield, WA 98642
Re: BATES/USA

Supplemental dated: March 17, 2006

The following matters affect the title to the property covered by the above referenced Preliminary Commitment, but is not intended to represent a complete report to date:

1. The vesting has been amended as follows:

SALISHAN-MOHEGAN, LLC, a Washington limited liability company, as to Parcels I, V and VI; EARL F. BATES, a married man, as his separate estate, as to Parcel II; EARL F. BATES, a married man, as his separate estate, as to an undivided 75% interest and The Heirs and Devisees of JAMES COZZETTO, deceased, presumptively subject to the community interest of his spouse, as to an undivided 25% interest, as to Parcel III; ALF GREGERSON AND LILI GREGERSON, Trustees, or their successors in trust, under the GREGERSON LIVING TRUST, dated November 18, 1996, and any amendments thereto, as to Parcel IV; The Heirs and Devisees of JAMES COZZETTO, deceased, and ELAINE COZZETTO, , as to an undivided 25% interest and EARL F. BATES, as his separate estate, as to an undivided 75% interest, as to Parcels VII and VIII.

2. **James F. Cozzetto, Sr., died January 21, 2006. Will admitted March 13, 2006 in Clark County, Washington Probate Cause No. 06 4 00204 1. Elaine Cozzetto will be Personal Representative to sell and convey, or contract to sell and convey, said property for an entire monetary consideration. Attorney for the estate is David Grein**

This supplemental is made a part of said Commitment including any prior Supplemental, and is subject to the schedules, terms and provisions and the conditions and stipulations therein, except as modified by the provisions herein, it does not extend the effective date of said Commitment.

Clark County Title Co

By: Rodney Gish
Rodney Gish, Title officer



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P.O. Box 1308 • Vancouver, WA 98660
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E-mail: team@clarkcountytittle.com

Agent for

Commonwealth Land Title Insurance Company

**ALTA COMMITMENT
Update No. 3
Schedule A**

Title Order No.: 00077558

Closing Agent:
BIA/PORTLAND
911 NE 11th Avenue
Portland, OR 97232
Attn: Greg Argel
Re: BATES/USA

Escrow Officer: n/a
Title Officer: Rodney Gish

- 1. Effective Date: February 13, 2006 at 8:00 AM
- 2. Policy or policies to be issued:

- a. **Owner's Standard Coverage** Amount **\$15,000.00**
Proposed Insured:
**U.S.A. IN TRUST FOR THE COWLITZ INDIAN TRIBE
(ALTA US 9/29/91)**
- b. **None** Amount \$
Proposed Insured:
- c. **None** Amount \$
Proposed Insured:

PREMIUM INFORMATION:

A. \$ Tax: \$ Total: \$

- 3. The estate or interest in the land described herein and which is covered by this commitment is:
Fee Simple

- 4. The estate or interest referred to herein is at Date of Commitment vested in:
SALISHAN-MOHEGAN, LLC, a Washington limited liability company, as to Parcels I, V and VI; EARL F. BATES, a married man, as his separate estate, as to Parcel II; EARL F. BATES, a married man, as his separate estate, as to an undivided 75% interest and JAMES COZZETTO, a married man, presumptively subject to the community interest of his spouse, as to an undivided 25% interest, as to Parcel III; ALF GREGERSON AND LILI GREGERSON, Trustees, or their successors in trust, under the GREGERSON LIVING TRUST, dated November 18, 1996, and any amendments thereto, as to Parcel IV; JAMES F. COZZETTO AND ELAINE COZZETTO, husband and wife, as to an undivided 25% interest and EARL F. BATES, as his separate estate, as to an undivided 75% interest, as to Parcels VII and VIII.

Rodney Gish
Rodney Gish, Authorized Signature

SCHEDULE A - continued

Commitment No. 77558

5. The land referred to in this Commitment is situated in the County of Clark, State of Washington and is more fully described as follows:
See Exhibit A attached hereto and made a part hereof.

ALTA COMMITMENT

Schedule B

Commitment No. 00077558

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

The following **EXCLUSIONS FROM COVERAGE** will be expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which may arise by reason of:

(NOTE: The Owner's Policy will contain Paragraph Nos. 1, 2, 3 and 8 while the Mortgagee's Policy will contain Paragraph Nos. 1, 2, 3, 4, 5, 6 and 7.)

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or 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 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 policy 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 the 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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); 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. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arise out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commercial subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

SCHEDULE B - continued

Commitment No. 77558

7. Any claim, which arises out of the transaction creating the interest of the mortgage 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 interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or (c) the transaction creating the interest of the insured mortgagee 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.

8. Any claim, which arise 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 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.

The forthcoming policy will not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

(NOTE: The following General Exceptions will appear on the Owner's Policy and not on the Mortgagee's Policy.)

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Workmen's compensation Acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitude's; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; 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 or to any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SCHEDULE B - continued

Commitment No. 77558

SPECIAL EXCEPTIONS:

1. **LIEN OF EXCISE TAX**, if unpaid.

2. **REAL PROPERTY TAXES AND FIRE PATROL**, not including interest and penalty after delinquency:

Year	Amount	Paid	Owing
2006	\$577.44	\$0.00	\$577.44

Tax Account No.: 210118-000 School District Code No.: 122005
Parcel I

Real property taxes are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

3. **REAL PROPERTY TAXES AND FIRE PATROL**, not including interest and penalty after delinquency:

Year	Amount	Paid	Owing
2006	\$1,402.21	\$0.00	\$1,402.21

Tax Account No.: 211218-000 School District Code No.: 122005
Parcel II

Real property taxes and fire patrol are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

4. **REAL PROPERTY TAXES**, not including interest and penalty after delinquency:

Year	Amount	Paid	Owing
2006	\$293.05	\$0.00	\$293.05

Tax Account No.: 211006-000 School District Code No.: 122005
Parcel III

Real property taxes are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

5. **CLEAN WATER PROJECT ASSESSMENT**, not including interest and penalty after delinquency:

Year	Amount	Paid	Owing
2006	To be determined		
2005	\$29.70	\$29.70	\$0.00

Tax Account No.: 211006-000 School District Code No.: 122005
Parcel III

Clean Water Project Assessment delinquent August 1st.

6. **REAL PROPERTY TAXES AND FIRE PATROL**, not including interest and penalty after delinquency:

Year	Amount	Paid	Owing
2006	\$1,103.42	\$0.00	\$1,103.42

Tax Account No.: 210122-000 School District Code No.: 122005
Parcel IV

Real property taxes and fire patrol are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

7. **CLEAN WATER PROJECT ASSESSMENT**, not including interest and penalty after delinquency:

Year	Amount	Paid	Owing
2006	To be determined		
2005	\$19.80	\$19.80	\$0.00

Tax Account No.: 210122-000 School District Code No.: 122005
Parcel IV

Clean Water Project Assessment delinquent August 1st.

SCHEDULE B - continued

Commitment No. 77558

8. **REAL PROPERTY TAXES**, not including interest and penalty after delinquency:
- | Year | Amount | Paid | Owing |
|------|------------|--------|------------|
| 2006 | \$1,708.95 | \$0.00 | \$1,708.95 |
- Tax Account No.: 211002-000 School District Code No.: 122005
Parcel V

Real property taxes are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

9. **REAL PROPERTY TAXES**, not including interest and penalty after delinquency:
- | Year | Amount | Paid | Owing |
|------|------------|--------|------------|
| 2006 | \$2,658.80 | \$0.00 | \$2,658.80 |
- Tax Account No.: 211035-000 School District Code No.: 122005
Parcel VI

Real property taxes are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

10. **REAL PROPERTY TAXES AND FIRE PATROL**, not including interest and penalty after delinquency:
- | Year | Amount | Paid | Owing |
|------|------------|--------|------------|
| 2006 | \$1,438.46 | \$0.00 | \$1,438.46 |
- Tax Account No.: 211003-000 School District Code No.: 122005
Parcel VII

Real property taxes and fire patrol are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

11. **REAL PROPERTY TAXES**, not including interest and penalty after delinquency:
- | Year | Amount | Paid | Owing |
|------|----------|--------|----------|
| 2006 | \$644.51 | \$0.00 | \$644.51 |
- Tax Account No.: 211005-000 School District Code No.: 122005
Parcel VIII

Real property taxes are a lien January 1st, payable February 15th, first half delinquent May 1st and second half delinquent November 1st.

12. **CLASSIFICATION** of the lands herein described as **Farm and Agricultural**, disclosed by **instruments recorded under Recording Nos. 8008010078, 8008010104 and 8108060091**

and are subject to the provisions of **RCW 84.34** which includes the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increase in assessment rate for present and prior years, and liability for additional taxes due thereunder, together with interest thereon.
Parcels IV, V and VI

13. **ASSIGNMENT OF CONTRACT AND DEED GIVEN AS SECURITY**, and the terms and conditions thereof, to secure an indebtedness of **\$200,000.00 and \$160,000.00**:
Grantor: **Sam Visser and Helen Visser, husband and wife**,
Grantee: **Southwest Washington Production Credit Association, a corporation**,
Dated: **May 11, 1982**
Recorded: **May 20, 1982**
Recording No.: **8205200090**.
Parcel IV

It is the Company's understanding that this has been paid in full, however, no release of record was found.

SCHEDULE B - continued

Commitment No. 77558

14. **CONTRACT OF SALE**, and the terms and conditions thereof:
Seller: **Gregerson Living Trust, dated November 18, 1996,**
Purchaser: **David E. and Kristine E. Barnett,**
Dated: **March 2, 2001**
Recorded: **March 6, 2001**
Recording No.: **3296408**
Excise tax was paid under Receipt No. **476493.**
Parcel IV

15. **AGREEMENT**, and the terms and conditions thereof:
Regarding: **Purchase, Option and Sale Agreement,**
Seller: **Earl F. Bates, a married man, as his separate estate, and James F. Cozzetto and Elaine Cozzetto, husband and wife,**
Purchaser: **David E. Barnett and Kristine E. Barnett, husband and wife**
Dated: **June 14, 2000**
Disclosed by: **Application**
Parcels II, III and V-VIII

16. **AGREEMENT**, and the terms and conditions thereof:
Regarding: **Co-Tenancy Agreement,**
Between: **Earl F. Bates,**
And: **James F. Cozzetto and Elaine Cozzetto, husband and wife**
Dated: **February 6, 1996**
Recorded: **May 21, 1996**
Recording No.: **9605210126**
Parcels III and VII-VIII

17. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington,**
recorded **January 28, 1954** under Recording No. **G 140380.**
Parcel II

18. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington,**
recorded **March 26, 1954** under Recording No. **G 143553.**
Parcel IV

19. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington,**
recorded **March 26, 1954** under Recording No. **G 143551.**
Parcels VII and VIII

20. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington,**
recorded **April 25, 1966** under Recording No. **G 449508.**
Parcel VIII

21. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington,**
recorded **May 4, 1966** under Recording No. **G 450664.**
Parcel I

SCHEDULE B - continued

Commitment No. 77558

22. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington**,
recorded **June 19, 1966** under Recording No. **G 458085**.
Parcel IV
23. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington**,
recorded **September 29, 1967** under Recording No. **G 499101**.
Parcel VII
24. **RELINQUISHMENT OF ACCESS** to State Highway, and of Light, View and Air by deed to the **State of Washington**,
recorded **October 27, 1967** under Recording No. **G 500929**.
Parcel VIII
25. **RIGHTS OF THE STATE OF WASHINGTON** in and to that portion of said premises, if any, lying in the bed of **East Fork of the Lewis River Tributary**, if it is navigable.
Parcels I and IV
26. **ANY QUESTION** that may arise due to the shifting and changing in the course of **East Fork of the Lewis River Tributary**, referred to in the legal description.
Parcels I and IV
27. **EASEMENT**, and the terms and conditions thereof,
For: **Communication lines**,
Affecting: **Parcels III, VII, VIII and a portion of VI**,
Disclosed by: **Instrument recorded under Recording No. Book 72, page 273**
28. **EASEMENT**, and the terms and conditions thereof:
Granted to: **Pacific Power & Light Company, a Maine corporation**,
For: **Electric transmission and distribution lines**,
Affecting: **Parcels I and IV**,
Dated: **April 19, 1939**
Recorded: **April 27, 1939**
Recording No.: **E 5293**.
29. **EASEMENT**, and the terms and conditions thereof:
Granted to: **Public Utilities District No. 1 of Clark County**,
For: **Electric transmission and distribution**,
Affecting: **Parcels III, VII, VIII and a portion of VI**
Dated: **October 26, 1954**
Recorded: **October 27, 1954**
Recording No.: **G 156957**.
30. **EASEMENT**, and the terms and conditions thereof:
Granted to: **Cleth V. Kitchen and Jeanette M. Kitchen, husband and wife**,
For: **Ingress and egress**,
Affecting: **Parcel VII**,
Dated: **May 31, 1963**
Recorded: **June 5, 1963**
Recording No.: **G 359029**.

SCHEDULE B - continued

Commitment No. 77558

31. MATTERS SET FORTH BY SURVEY:

Recorded: **Not legible**,
Book of Surveys: **27**
Page of Surveys: **134**, records of Clark County, Washington.
Parcels VII and VIII

32. MATTERS SET FORTH BY SURVEY:

Recorded: **March 1, 2001**,
Book of Surveys: **48**
Page of Surveys: **20**, records of Clark County, Washington.
Parcels I and IV

33. MATTERS SET FORTH BY SURVEY:

Book of Surveys: **54**
Page of Surveys: **146**, records of Clark County, Washington.
Parcels I and IV

- 34. The terms of the trust** under which title is claimed are not disclosed of record, and the Company is unable to determine whether or not said Trustee has full power to sell and convey or encumber.

ALTA COMMITMENT

Schedule C

Commitment No. **00077558**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment.

NOTES TO CLOSER:

1. Requirements: Instruments creating the estate or interest to be insured must be approved and filed of record.
2. Requirements: Payment of cancellation fee in accordance with our filed rate Schedule, to be imposed if this transaction is canceled for any reason.
3. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.
4. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
5. According to application, title is to vest in **U.S.A. IN TRUST FOR THE COWLITZ INDIAN TRIBE**. We find no pertinent matters of record against the names of said party/parties.
6. The address of the subject property is as follows:
3402 NW 319th Street
3710 NW 319th Street
3719 NW 319th Street
Ridgefield, WA 98642
7. The abbreviated legal description of the subject property is as follows:
#15 #19 Sec 5, T4N, R1EWM
#14 #15 Sec 9, T4N R1EWM
#22 #18 #51 #19 #21 Sec 8, T4N R1EWM

Exhibit A

PARCEL I

BEGINNING at the intersection of the West line of Primary State Highway No. 1 and the East line of the Southeast quarter of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence Northerly along said West line of Primary State Highway No. 1 a distance of 1307.5 feet to the Point of Beginning of this description; thence West 108.5 feet to an angle point thereon; thence Northerly along the fence 880.5 feet to the center line of a creek; thence Northerly along said creek 443 feet to the West line of Primary State Highway No. 1; thence Southerly along said West line of Highway to the Point of Beginning.

EXCEPT that portion conveyed to the State of Washington by Auditor's File Nos. G 450664 and G 147358.

PARCEL II

That portion of the following described land lying West of the Westerly line of Interstate 5, formerly known as Pacific Highway, in Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

The North half of the Southwest quarter of the Northwest quarter and the South half of the Northwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT any portion lying within NW 31st Avenue.

ALSO EXCEPT that portion thereof acquired by the State of Washington by deed recorded under Auditor's File Nos. G 140380 and D 95767.

PARCEL III

BEGINNING at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; and running thence East 390 feet to the Point of Beginning; thence East 206 feet; thence South 206 feet; thence West 206 feet; and thence North to the Point of Beginning.

EXCEPT that portion conveyed to Salishan-Mohegan, LLC, by Auditor's File No. 4106769.

EXCEPT that portion lying within the right of way of NW 319th Street.

PARCEL IV

All that part of the Southeast quarter of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, lying West of Primary State Road No. 1 (Pacific Highway).

EXCEPT the Henry Ungemach tract recorded in Volume 76 of Deeds, page 33, records of Clark County, Washington, described as follows:

BEGINNING at a point 19.91 chains North of the Southwest corner of said Southeast quarter; thence East 13.48 chains to creek; thence Northerly along creek to North line of

said Southeast quarter at a point 6.66 chains West of the Northeast corner thereof; thence West to Northwest corner of said Southeast quarter; thence South 19.91 chains to the Point of Beginning.

ALSO EXCEPT the John F. Anderson tract as conveyed by deed recorded under Auditor's File No. F 38759, records of Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; and running thence East 514 feet; thence Southerly 340 feet; thence Northwesterly 487 feet to a point 196 feet due South of the Point of Beginning; thence North to the Point of Beginning.

ALSO EXCEPT that tract described as follows:

BEGINNING at a point 26 rods and 9 feet West of the Southeast corner of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; and running thence West 20 rods to County Road; thence North 182 feet; thence East 20 rods; thence South 182 feet to the Point of Beginning.

ALSO EXCEPT a certain reserved tract described as follows:

BEGINNING at the intersection of the West line of Primary State Highway No. 1 (Pacific Highway) and the East line of the Southeast quarter of said Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence Northerly along said West line of Primary State Highway No. 1, a distance of 1307.5 feet to the True Point of Beginning of this description; thence West 108.5 feet to an angle point therein; thence Northerly along fence 880.5 feet to center line of creek; thence Northeasterly along said creek 443 feet, more or less, to the West line of Primary State Highway No. 1; thence Southerly along said West line of highway to the True Point of Beginning.

ALSO EXCEPT that portion thereof lying within Primary State Highway No. 1 (SR-5) as conveyed to the State of Washington by deed recorded under Auditor's File Nos. G 458085, G 143553 and D 94522.

ALSO EXCEPT any portion lying within NW 319th Street and Primary State Highway No. 1.

PARCEL V

That portion of the Northwest quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a railroad spike marking the North quarter corner of Section 8 as shown in Book 27 of Surveys, page 134, records of the Clark County Auditor; thence South $88^{\circ}10'18''$ East along the North line of the Northwest quarter of the Northeast quarter of Section 8 for a distance of 921.75 feet; thence South $01^{\circ}29'02''$ West parallel with the West line of said Northwest quarter, 1316.26 feet to the South line thereof; thence North $88^{\circ}07'39''$ West along said South line, 921.76 feet to the Southwest corner of said Northwest quarter; thence North $01^{\circ}29'02''$ East along the West line of said Northwest quarter, 1315.55 feet to the Point of Beginning.

EXCEPT County Roads.

PARCEL VI

That portion of the North half of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a railroad spike marking the North quarter corner of Section 8 as shown in Book 27 of Surveys, page 134, records of the Clark County Auditor; thence South 88°10'18" East along the North line of the Northeast quarter of Section 8 for a distance of 921.75 feet to the Point of Beginning; thence continuing along said North line, South 88°10'18" East 921.26 feet; thence South 01°29'02" West parallel with the West line of said Northeast quarter, 1316.97 feet to the South line of the North half of said Northeast quarter; thence North 88°07'39" West along said South line, 921.26 feet; thence North 01°29'02" East, 1316.26 feet to the Point of Beginning.

EXCEPT County Roads.

PARCEL VII

The Northeast quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion of said premises, described as follows:

BEGINNING at a point 612 feet East of the Northwest corner of said Northeast quarter of the Northeast quarter of said Section 8; thence South 191.0 feet; thence East 228.0 feet; thence North 191.0 feet; thence West 228.0 feet to the Point of Beginning.

EXCEPT that portion of said premises, described as follows:

BEGINNING at a point 390.0 feet East of the Northwest corner of said Northeast quarter of the Northeast quarter of said Section 8; thence East 206.00 feet; thence South 206.0 feet; thence West 206.0 feet; thence North 206.0 feet to the Point of Beginning.

EXCEPT that portion of said premises lying within Pekin Ferry County Road, and

EXCEPT that portion of said premises lying within County Road No. 25;

EXCEPT that portion conveyed to the State of Washington by deed recorded under Auditor's File Nos. G 143551 and G 499101.

EXCEPT that portion conveyed to the State of Washington for Interstate 5.

EXCEPT that portion conveyed to James Fisher and wife, by instrument recorded under Auditor's File No. G 669690, described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence North 200 feet; thence West 435 feet; thence South 200 feet to a point on the South line of the Northeast quarter of the Northeast quarter of said Section; thence East 435 feet to the Point of Beginning.

EXCEPT that portion conveyed to Salishan-Mohegan, LLC, by Auditor's File No. 4106769.

PARCEL VIII

That portion of the Northeast quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point 612 feet East of the Northwest corner of the Northeast quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 191 feet; thence East 228 feet; thence North 191 feet; thence West 228 feet to the Point of Beginning.

EXCEPT County Roads.

ALSO EXCEPT that portion thereof conveyed to the State of Washington by deed recorded under Auditor's File Nos. G 500929 and G 143551.

