

CHICAGO TITLE INSURANCE COMPANY

Policy No. 72156-46568910

GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

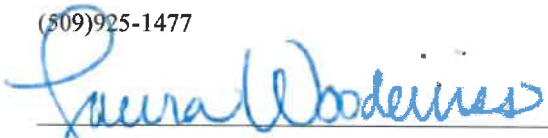
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: October 5, 2018

Issued by:

AmeriTitle, Inc.
101 W Fifth Ave.
Ellensburg, WA 98926
(509)925-1477



Authorized Signer

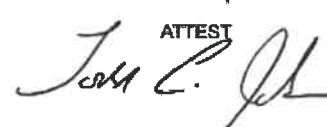
Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

Subdivision Guarantee Policy Number: 72156-46568910

CHICAGO TITLE INSURANCE COMPANY



By: 
President

ATTEST 
Secretary

RECEIVED
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Kittitas County CDS

SUBDIVISION GUARANTEE

Order No.: 263916AM
Guarantee No.: 72156-46568910
Dated: October 5, 2018

Liability: \$1,000.00
Fee: \$350.00
Tax: \$29.05

Assured: Cruse & Associates

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

That portion of the West Half of the Southeast Quarter of Section 34, Township 17 North, Range 19 East, W..M., Kittitas County, Washington, which is bounded by a line described as follows:

Beginning at the Northwest corner of said West Half of Southeast Quarter; thence South 89°05'06" East, along the North boundary of said West Half of the Southeast Quarter, 20.00 feet to the true point of beginning; thence South 89°05'06" East, 785.23 feet; thence South 20°47'02" West, 331.30 feet; thence North 89°24'55" West, 650.61 feet; thence North 3°04'47" West, 316.22 feet to the true point of beginning, Except the right of way of the County Road.

Title to said real property is vested in:

Robert G. Diefenbach, as his separate estate

END OF SCHEDULE A

(SCHEDULE B)

Order No: 263916AM
Policy No: 72156-46568910

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments 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.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
6. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2018
Tax Type: County
Total Annual Tax: \$2,863.76
Tax ID #: 890433
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,431.88
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2018
Second Installment: \$1,431.88
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2018

Subdivision Guarantee Policy Number: 72156-46568910

7. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

8. At the request of the insured, we have agreed to eliminate any reference in the policy to issue as to the pendency of Yakima County Superior Court Cause No. 77-2-01484-5 on the agreed-upon understanding that there are no provisions in said policy which afford, or are intended to afford, insurance that there is a present or continuing right to use surface waters of the Yakima River Drainage Basin. The sole purpose of said paragraph appearing in our Guarantee was to advise the insured that such an action is pending of record and that judgment adjudicating such surface waters are being sought in accordance with the statutes of the State.

9. A Contract of Sale, including the terms and provisions thereof, providing for the sale of said land.

Dated: March 19, 1999

Vendor: Robert G. Diefenbach, as his separate estate

Vendee: Gary M. Diefenbach, a single man

Recorded: March 29, 1999

Instrument No. 199903290044

Real Estate Excise Tax Receipt No.: 7708

Correction to Real Estate Contract recorded May 11, 2000, under Auditor's File No. 200005110025.

10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Puget Sound Energy, Inc., a Washington corporation

Purpose: To construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto

Recorded: August 20, 2018

Instrument No.: 201808200050

END OF EXCEPTIONS

Notes:

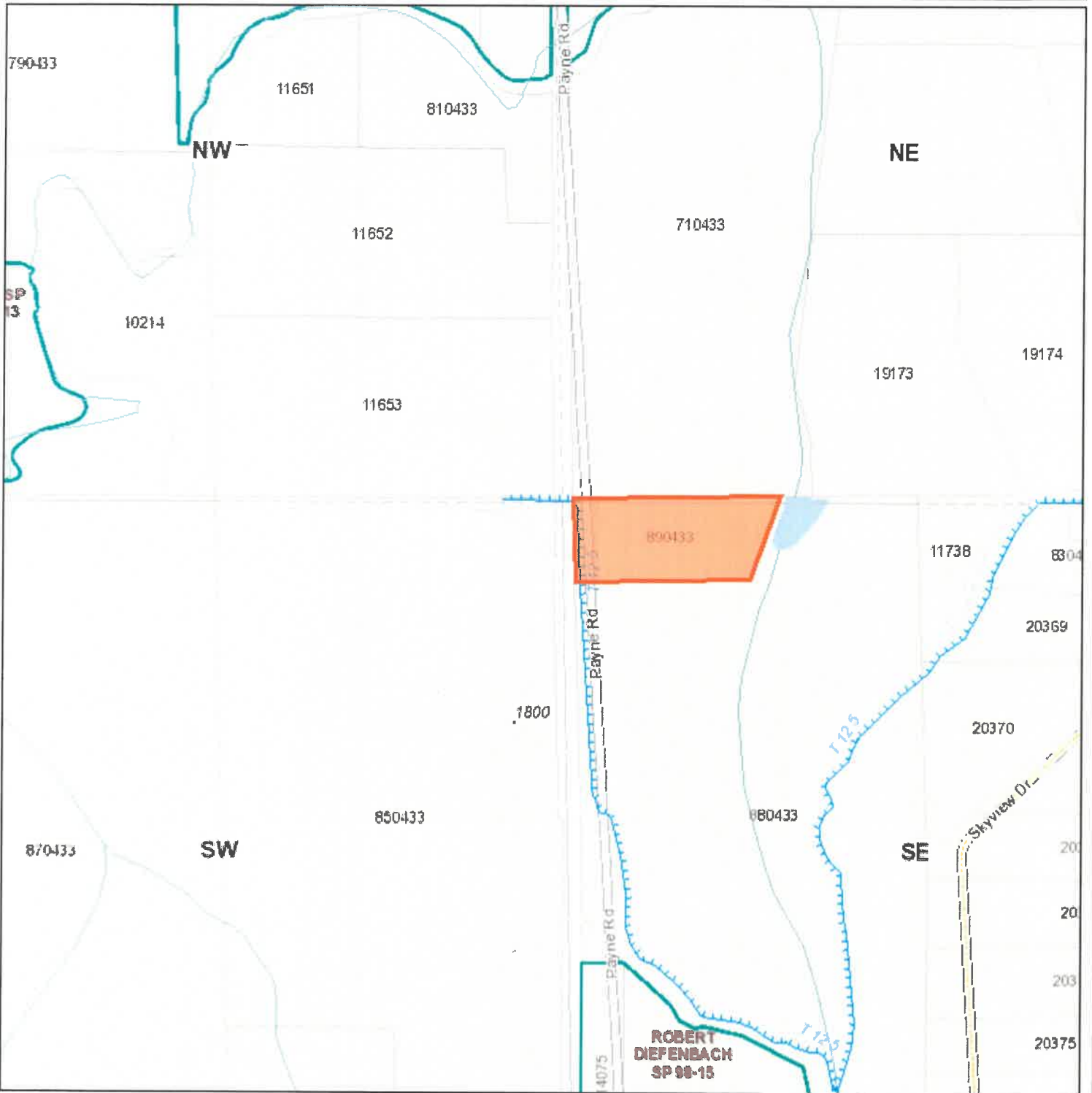
Subdivision Guarantee Policy Number: 72156-46568910

- a. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.
To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.
- b. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Ptn W Half of the SE Quarter of Section 34, Township 17N, Range 19E, W..M.
- c. Any map or sketch enclosed as an attachment herewith is furnished for informational 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.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

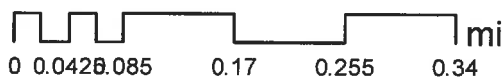
820 Payne Rd Ellensburg



Date: 10/12/2018

1 inch = 752 feet
Relative Scale 1:9,028

Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



Recorded in the County of Kittitas, WA
Beverly M. Allenbaugh, Auditor



199903290044 3:13pm 03/29/99

001 4014010 04 00
R02 10 7700 8.00 17.00

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Kittitas

AFTER RECORDING MAIL TO:

Cone, Gilreath, Ellis & Cole
P.O. Box 499
Ellensburg, WA 98926

Document Title(s): (or transactions contained therein)

1. Real Estate Contract

Reference Number(s) of Documents assigned or released:

Additional numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)

1. Diefenbach, Robert G., as his separate estate

Grantee(s): (Last name first, then first name and initials)

1. Diefenbach, Gary M., a single man

RE EXCISE TAX PAID
Amount 3825.00
Date 3-29-99
Affidavit No. 7708
KITITAS COUNTY TREASURER:
S. JOHNSON

Abbreviated Legal Description as follows: (i.e. lot/block/plat or quarter/quarter/section/township/range)

Section 34, Township 17 N., Range 19 E., W Half of SE Quarter
Section 3, Township 16 N., Range 19 E., W.M., SE Quarter and N Half SW Quarter

Complete legal description is on page 1 of document

Assessor's Property Tax Parcel/Account Number(s):

17-19-34000-0027-00
17-19-34000-0026-00
16-19-03000-0018-00

Note: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

8070

199903290044

REAL ESTATE CONTRACT

This contract is made and dated this 19th day of March, 1999, by and between ROBERT G. DIEFENBACH, as his separate estate, hereinafter referred to as Seller, and GARY M. DIEFENBACH, a single man, hereinafter referred to as Purchaser.

W I T N E S S E T H:

1. AGREEMENT OF SALE

The Seller agrees to sell and the Purchaser agrees to purchase all that certain real property and personal property, if any, (collectively referred to as the "Property") described in this Contract, subject to the title exceptions listed, to any of the prior encumbrances so listed which are not required to be discharged by the Seller prior to or at the time of the delivery of the Seller's deed to the Purchaser, and to any rights, titles, estates, leases, encumbrances and other interests suffered or created by the Purchaser, all for the considerations and subject to the terms, covenants and conditions herein contained. The property is located in Kittitas County, State of Washington, and is described as follows:

PARCEL 1:

TRACT A

That portion of the West Half of the Southeast Quarter of Section 34, Township 17 North, Range 19 East, W.M., Kittitas County, Washington, which is bounded by a line described as follows:

Beginning at the Northwest corner of said West Half of Southeast Quarter; thence South 89°05'06" East, along the North boundary of said West Half of the Southeast Quarter, 20.00 feet to the true point of beginning; thence South 89°05'06" East, 785.23 feet; thence South 20°47'02" West, 331.30 feet; thence North 39°24'55" West, 650.61 feet; thence North 3°04'47" West, 316.22 feet to the true point of beginning; Except the right of way of the County Road.

TRACT B

That portion of the West Half of the Southeast Quarter of Section 34, Township 17 North, Range 19 East, W.M., Kittitas County, Washington which is bounded by a line described as follows:

Beginning at the Southwest corner of said West Half of the Southeast Quarter at which point is the true point of beginning; thence South 89°45'47" East, along the South boundary of said West Half of the Southeast Quarter, 192.00 feet; thence North 3°04'10" West, 894.00 feet; thence North 50°14'40" West, 21.40 feet; thence North 89°38'20"

LAW OFFICES OF
CONE, GILREATH, ELLIS & COLE

P.O. Box 499 • 200 East Third Avenue
Ellensburg, Washington 98926
Telephone (509) 925-3191

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West, 176.39 feet; thence South 3°04'30" East, 908.00 feet; to the true point of beginning;
Except right of way of the County Road and Except right of way of the Kittitas Reclamation District Canal along the North line thereof.

TRACT C

That portion of the West Half of the Southeast Quarter of Section 34, Township 17 North, Range 19 East, W.M., Kittitas County, Washington which is bounded by a line described as follows:

Beginning at the Southwest corner of said West Half of the Southeast Quarter; thence South 89°45'47" East, 192.00 feet to the true point of beginning; thence South 89°45'47" East 621.02 feet; thence North 3°44'21" West, 30.52 feet; thence North 4°44'21" West, 528.81 feet; thence North 42°23'59" West, 24.90 feet; thence North 78°13'45" West, 72.72 feet; thence North 62°50'22" West, 63.03 feet; thence North 72°50'21" West, 64.71 feet; thence North 55°00'05" West, 94.65 feet; thence North 71°34'41" West, 91.41 feet; thence North 88°18'48" West, 84.23 feet; thence North 59°16'05" West, 26.48 feet; thence North 34°24'59" West, 81.18 feet; thence North 47°43'41" West, 134.72 feet; thence South 3°04'10" East, 891.94 feet to the true point of beginning;
Except right of way of the County Road and Except the right of way of the Kittitas Reclamation District Canal along the North line thereof.

PARCEL 2:

TRACT A

Those portions of the Southeast Quarter and of the North Half of the Southwest Quarter of Section 3, Township 16 North, Range 19 East, W.M., Kittitas County, State of Washington, which is described as follows:

A tract of land beginning at the Southeast corner of said Section 3; and running Thence North along the East line of said Section 3 to the quarter corner on said East line of said Section;

Thence West along the East-West centerline of said Section 3 to the Quarter corner on the West line thereof;

Thence South along said West line of said Section 635.30 feet;

Thence North 88°45' East, 1,784.50 feet;

Thence South 1°08' East, 660.00 feet;

Thence North 88°48' East, 859.40 feet to the sixteenth corner on the North-South Centerline of said Section;

Thence South along said North-South Centerline of said Section 833.40 feet;

Thence North 89°37' East, 1,060.00 feet;

Thence South 0°59' East, 461.00 feet to the South line of said Section 3;

Thence East along said South line of said Section to the Southeast corner thereof, and the point of beginning;

Except that portion lying within the Wippel Pump Lateral and that portion lying within other laterals and canals of the Kittitas Reclamation District.

TRACT B

That portion of the North Half of the Southwest Quarter of Section 3, Township 16 North, Range 19 East, W.M., Kittitas County, State of Washington, which is described as follows:

A tract of land beginning at a point which is 1,064.0 feet North 88°45' East of a point on the West boundary line of said Section which is 635.3 feet South of the Northwest corner of the Southwest Quarter of said Section and from said point of beginning running North 88°45', East 720.5 feet;

Thence South 1°08' East 550.0 feet to the North boundary line of the right of way of the Wippel Pump Lateral of the Kittitas Reclamation District;

Thence Westerly along said boundary line of said right of way 235.0 feet to the South boundary line of said North half of the Southwest Quarter of said Section;

Thence West along said boundary line 835.0 feet to the East boundary line of the right of way of said Wippel Pump Lateral;

Thence Northerly along said boundary line of said right of way to the point of beginning.

Except that portion of said Tracts "A" and "B" lying Westerly of the following described line:

Beginning at the East Quarter corner of said Section 3;

Thence South 89°52'00" West, along the East-West centerline of said Section, 3,099.45 feet to the true point of beginning of said line;

Thence South 01°10'20" East, along said line to a point where said line intersects the South boundary of the above described property, and terminus of said line.

TOGETHER WITH existing irrigation system, gated pipe and syphon tubes located thereon.

SUBJECT TO that certain ten-inch pipeline easement together with the right of ingress and egress thereon affecting the south fifty feet of Tract B of Parcel 2 as reflected by instrument recorded January 16, 1984 under Kittitas County Auditor's File No. 476462.

SUBJECT TO right of way for H. Payne Road and "lane" along the south boundary of said Parcel 1 as located by survey recorded November 19, 1987 in Book 15 of Surveys at page 112 under Auditor's File No. 509200.

SUBJECT TO that certain ingress and egress easement eight feet in width affecting Tracts B and C of Parcel 1 as reflected by instrument recorded May 23, 1994 in Volume 354, page 1701 under Kittitas County Auditor's File No. 571029.

TOGETHER WITH all water and water rights, if any, ditches, appropriations, franchises, privileges, permits, licenses and easements that are on, connected with, or usually had and enjoyed in connection with the property.

TOGETHER WITH all currently attached plumbing, irrigation, water, heating, air conditioning and lighting fixtures, attached television antennas or other attached or built-in appliances, all attached bathroom accessories, all shades, curtain and drapery rods, awnings, screens and storm windows or doors, weather vanes, linoleum and wall-to-wall carpeting.

SUBJECT TO rights reserved in federal patents, state or railroad deeds, easements, reservations, restrictions, zoning laws, plat dedications, restrictive covenants of record or in apparent use, and future or existing municipal, county or state district assessments, if any, Indian Tribal Codes or Regulations, Indian Treaty or aboriginal rights, including easements or equitable servitudes.

SUBJECT TO pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. (Numerous named Defendants) notice of which is given by Lis Pendens recorded on October 14, 1977, under Kittitas County recording number 417302, being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, Supplemental Notice of Lis Pendens filed June 4, 1980, under Auditor's File No. 442263 in Volume 131, page 63.

SUBJECT TO questions of perimeter boundaries and fence lines which an accurate survey may disclose and public or private easements not disclosed by public record.

This land is included within the Kittitas Reclamation District and is subject to the laws of the United States and the State of Washington relative to the Yakima Irrigation Project and the terms of any recordable contracts entered into pursuant to such laws and is liable for further assessments, if any, levied by said district.

SUBJECT TO an amendatory contract including the terms and conditions thereof, between the United States of America and the Kittitas Reclamation District, dated January 20, 1949, and recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267.

SUBJECT TO the possibility of past, present and future assessment charges levied by the Kittitas Reclamation District, constructive notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267.

2. PURCHASE PRICE

The purchase price for said real property is the sum of \$250,000.00 of which the sum of \$20,000.00 has been paid, the receipt whereof is hereby acknowledged, leaving an unpaid balance of \$230,000.00 due and owing. The unpaid balance will bear interest at the rate of seven percent (7%) per annum, from date of Contract computed on the diminishing balance and the entire principal balance and accrued interest shall be paid as follows:

\$18,535.70, or more, including interest, on the 1st day of March, 2000, and a like sum, or more, including interest, on the 1st day of March of each and every year thereafter until principal and interest is satisfied in full.

Payments made shall first be applied to accrued interest and then to principal.

3. PREPAYMENTS

Purchaser shall have the option of paying additional payments from time to time or to pay up the entire balance and interest on all payments so made in advance shall cease,

PROVIDED that any such additional payment shall not diminish Purchaser's responsibility to make and pay the minimum installment payments provided for above unless prior to the advance payment being made the parties agree in writing and the agreement specifies what installments are prepaid by such advance payment.

4. POSSESSION

From and after the date of this Contract the Purchaser may enter upon and take possession of the property and, irrespective of the assignments and security interests granted in this Contract, enjoy the use, rents, issues and profits thereof so long as such rights have not been affected by the exercise of any remedy of the Seller.

5. TAXES AND ASSESSMENTS

In addition to the payments hereinabove provided for, the Purchaser shall pay before delinquency all real and personal property taxes, all general and special assessments and all other charges of whatsoever kind or nature levied or assessed by any lawful authority upon or against the property or the use thereof to the extent the same or any installments thereof are attributable to the period following January 1, 1999. Upon request, Purchaser shall furnish to Seller receipts or other written evidence satisfactory to Seller evidencing such payment.

6. INDEMNIFICATION AND INSURANCE

Purchaser agrees that Purchaser, by purchasing the premises and any personal property sold hereunder in their present condition, hereby waives any claim Purchaser may have against Seller for damage or injury to Purchaser, his agents, employees, guests or persons lawfully or unlawfully on the premises caused by a defect of or a condition of the premises.

The Purchaser shall and hereby covenants and agrees to indemnify and hold the Seller harmless for any losses, damages, costs, claims and liabilities, including attorneys' fees, caused by any negligent, reckless or intentional act of or negligent or reckless failure to act by the Purchaser or any of its agents, servants, employees, independent contractors, invitees or licensees on, about or with respect to the property, and for any breach of this Contract by the Purchaser or any of such persons, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchaser.

The Purchaser shall, at its own cost and expense, keep the property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" endorsements available in the State of Washington and with such additional coverages or endorsements as the Seller may reasonably require from time to time in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the Seller and with

loss payable first to Seller as his interest may appear, and to pay all premiums for such and deliver all policies and renewals thereof or copies to the Seller.

In the event of loss or damage to the property which is required to be insured and except as otherwise required by any prior encumbrance and the then holder of insurance proceeds shall, at the option of the Purchaser, be used to repair, rebuild, all improvements and personal property which may have been destroyed or damaged to necessary to restore and replace them to substantially the same condition which immediately prior to the casualty, subject to such modifications as may then be required or to which the Seller agrees in writing. Subject to the terms of any prior encumbrance, casualty insurance proceeds which are not used to pay for repairs or replacements permitted by the terms of this paragraph shall be paid to the Seller and applied against the principal balance last due hereunder, and the Seller shall accept the same notwithstanding any prohibition or restriction in this Contract.

7. UTILITIES

The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, any and all other utilities furnished to or consumed in, on or about the property by the Purchaser or by any person following the terms of this Contract, and Purchaser shall contract for the same solely in its own name. Any services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.

8. SPECIAL TAXATION

It is understood by the parties hereto that the above-described real property is currently classified under the Open Space Taxation Statute. Purchaser agrees that, should he put the above-described real property to any use other than farming or ranching or other uses allowed under the Open Space classification, there may be retroactive assessments of taxes and penalties if this should occur, Purchaser assumes and agrees to pay the same.

9. CONDITION OF THE PROPERTY

Purchaser agrees that full inspection of said property, including any improvements and fixtures thereon, has been made by Purchaser and that Purchaser has relied upon Purchaser's own experience and judgment in purchasing the same in their present condition and that neither Seller nor assigns shall be held to any covenant or representation respecting the condition, quality or quantity of said property, or water and/or mineral rights appurtenant thereto, the improvement thereon or suitability for specific purpose nor shall Purchaser or Seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless

covenants or representation relied on is contained herein or is in writing and attached to and made a part of this agreement.

10. RISK OF LOSS AND CONDEMNATION

Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public or private use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration

11. MAINTENANCE AND INSPECTION

The Purchaser shall keep and maintain the property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the property, or any portion thereof.

12. ALTERATIONS AND LIENS

Except as otherwise permitted in this Contract for construction following an insured casualty or condemnation, or except for any maintenance or repairs required by this Contract, the Purchaser shall not, without the prior written consent of the Seller, remove or demolish any building or other improvement on the property. The Seller may not unreasonably withhold its consent if the action proposed will not materially affect the value of the property or violate any applicable laws or ordinances or the terms of this Contract or of any prior encumbrances. The Purchaser shall not cause, authorize or permit any mechanics' or materialmen's liens to be placed upon the property. The Purchaser shall indemnify and defend the Seller against all liens levied against the property or any part thereof caused by or through the Purchaser. The Purchaser shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and the withholding payment of the lien amount so disputed shall not constitute a default under this Contract. No lien of any agent, contractor, subcontractor, or independent contractor of the Purchaser shall encumber any interest of the Seller in the property. In the event the Purchaser shall alter, repair or improve the real property or erect or construct any new or additional buildings or improvements on the real property or any part thereof all such alterations, repairs, improvements, replacements and additions, including any new buildings and improvements, shall immediately be and become the property of the Seller and subject to all of the terms, covenants and conditions of this Contract.

13. COMPLIANCE WITH LAWS AND RESTRICTIONS

The Purchaser shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting the property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to the

property; and any condominium, planned unit development, or cooperative declarations, articles, by-laws, rules, regulations and other documents which have been or are hereafter adopted with respect to the property. The Purchaser shall not use or permit any person to use the property for or in connection with any unlawful purpose or in any manner which causes a nuisance.

14. AGRICULTURAL PROVISIONS

If the property is to be used for agricultural or farming purposes, the Purchaser shall continuously pursue good and prudent farming operations upon the property in accordance with the practices of good husbandry, soil conservation, tree and plant pruning, harvesting and the customary manner in which agricultural property is properly and productively farmed and managed in the county in which the property is situated. The Purchaser will take such precautions as are necessary to prevent undue depletion of the soil from erosion by wind or water and shall use reasonable efforts to keep the property free from plants, insects and animals which may have a deleterious effect upon the property, crops or livestock. The Purchaser will keep the property properly irrigated and properly employ such herbicides, pesticides and fertilizers as may be reasonably necessary to comply with the provisions of this paragraph and all applicable legal requirements. The Purchaser shall not remove or destroy any existing fruit trees or plants, improvements, irrigation fixtures or equipment, fences, storage houses or sheds, barns, silos, or any tools, equipment or machinery which may be employed in connection with the agricultural use of the property without the prior written consent of the Seller, and the Purchaser shall make such improvements to the property as are reasonably necessary to properly irrigate, drain and farm the property in accordance with the provisions hereof.

15. CONDEMNATION AWARDS

If the property or any part thereof is condemned or taken by power of eminent domain by any public or quasi-public authority, the Seller or the Purchaser or both may appear and defend or prosecute in any such proceeding. All compensation or awards received from the condemning authority by either the Seller or the Purchaser shall, subject to the requirements of any prior encumbrances, be applied first to the payment of the expenses of litigation, next to the acquisition and installation of costs of any replacements or restorations of condemned property requested by the Purchaser in writing not later than fifteen (15) days following the date possession is required to be surrendered by the condemning authority, next to the reduction of the unpaid balance of this Contract in the inverse order of its maturity, next to any other sums then due to the Seller (including accrued and unpaid interest and reimbursable advances and expenses), and the surplus, if any, shall be paid to the Purchaser. All of the replacements and restorations shall have the same purpose and function as the condemned property, and, except as otherwise

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consented to by the Seller in writing and except to the extent necessitated by the condemnation or then applicable law, none of the replacements or restorations may be materially different from the condemned property. Any condemnation awards used to restore or replace any of the property shall be deposited in a disbursement account and disbursed in the manner specified herein for insurance proceeds following an insured casualty.

16. OIL AND GAS LEASING

In the event Purchaser executes an oil and gas lease on all or a portion of the subject property (or in the case of an existing oil and gas lease which is being assigned in whole or in part to Purchaser herein), all sums due by Lessee under such lease (including bonuses, delay rentals, rentals, royalties, shut-in royalties, etc.) shall be applied immediately after receipt to the balance of the purchase price due under this Contract until such time as the Contract is paid in full. This provision shall not apply to Seller's interest, if any, retained by Seller in mineral rights, existing oil leases or future royalties.

17. TRANSFER OF PURCHASER'S INTEREST

Purchaser shall not assign this Contract or any interest hereunder, including the sale of the subject property or portions thereof subject to this Contract, prior to payment in full of the purchase price of this Contract, unless Seller first consents to such assignment or sale in writing, which consent shall not be unreasonably withheld. Any attempted assignment and transfer by Purchaser in violation of the foregoing provisions may at Seller's option be deemed a default by Purchaser and Seller may declare the remaining Contract balance, accrued interest and any other sums owing by Purchaser to Seller by virtue of this Contract immediately due and payable.

There shall be no sale or transfer of all or any interest of Purchaser in the property unless:

- A. The transferor shall have fully disclosed, more than thirty (30) days prior to any proposed sale or transfer, all of the terms, conditions, parties and all other information concerning the proposed sale or transfer as may be requested by Seller, and Seller shall have, as of the effective date of such proposed sale or transfer, given its approval in writing; and
- B. The transferor and any proposed Purchaser or other transferee, whether or not such transferee is to assume the obligation of Purchaser, shall have agreed in writing that the interest rate to be charged hereunder shall, effective upon such transfer, increase two (2) percentage points above the interest rate in effect immediately prior to such transfer and fixed at such higher interest rate until paid in full, and;
- C. The transferor shall have, prior to the effective date of such transfer, paid all costs and expenses incurred by Seller in connection with analyzing or approving such transfer including but not limited to cost of credit investigations, administrative overhead and reasonable attorneys' fees.

For purposes of this paragraph, a "sale or transfer" shall include, in addition to the common and ordinary meaning of the terms and without limiting their generality, transfers to or from nominees or agents, transfers made to a subsidiary or affiliated entity, transfers made to a restructured limited partnership, transfers by any partnership to the individual partners or vice versa, transfers by any corporation to its stockholders or vice versa, any corporate merger or consolidation and any lease.

Any assignment of Purchaser's interest hereunder made in accordance with the provisions of this Contract, including the consent of Seller and notice of such assignment, shall constitute an assumption by the assignee of Purchaser's obligation hereunder. Seller shall have the right to enforce any such obligation against the assignee directly, whether or not Seller releases Purchaser of his obligations as herein provided. This provision shall be self-operating and shall not require the execution of a formal assumption agreement by the assignee.

The consent and approval by Seller of an assignment by Purchaser, or any successor in interest of Purchaser, shall not result in any release of the obligations of Purchaser, unless Seller, in writing, agrees to such release.

18. COLLECTION ESCROW

The parties herewith designate AmeriTitle, 101 West 5th, Ellensburg, WA 98926 as their escrow holder. That all payments due and payable hereunder shall be paid to the said escrow agent and shall be credited by said agent to the account of Seller pursuant to Seller's written instructions to said escrow agent. The Seller herewith deposits with the said escrow agent a warranty deed to the said property and, when the entire unpaid balance has been paid in full, escrow agent shall deliver said Deed to Purchaser.

If Seller gives notice of default hereunder and Purchaser fails to cure all specified defaults within the time therein required, all of the documents mentioned in this agreement and placed in escrow shall be delivered to Seller, or its designee, forthwith, and the escrow closed.

19. PURCHASER'S DEFAULT

The Purchaser shall be in default under this Contract if it (a) fails to observe or perform any term, covenant or condition herein set forth or those of any prior encumbrances, of (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so, or (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any petition is filed against it under any bankruptcy, wage earner's reorganization or similar act, or (d) permits the property or any part thereof or its interest therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandons the property for more

than thirty (30) consecutive days (unless the property is otherwise occupied), or (f) conveys the property or a portion thereof without any prior written consent required herein of the Seller.

Should Purchaser abandon the property while in default, Seller may take immediate possession of the property for the purpose of protecting and preserving the property and may mitigate damages by renting or operating the property during the period of enforcement of Seller's rights under this Contract without prejudicing Seller's remedies under this Contract.

Any extension of time in payments or acceptance of part thereof or failure of Seller to enforce promptly any other breach of this Contract shall not be construed as a waiver on the part of Seller of the strict performance of all of the terms, covenants or conditions herein, and shall not prejudice any of Seller's remedies.

20. SELLER'S REMEDIES

Time is of the essence of this Contract and in the event the Purchaser is in default under this Contract the Seller may, after the expiration of three (3) months after default, at its election, take the following courses of action:

A. Suit for Delinquencies: The Seller may institute suit for any installment amounts or other sums due and payable under this Contract as of the date of the judgment and any sums which have been advanced by Seller as of said date pursuant to the provisions of this Contract, and any other damages incurred by the Seller which are caused by the Purchaser's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the default rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection and together with any late penalty fees.

B. Acceleration: Upon giving the Purchaser not less than fifteen (15) days' written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Seller herein required for a conveyance or encumbrance of the Purchaser's title to the property, or if the Purchaser commits waste on the property, the Seller may declare the entire unpaid balance of the purchase price and all interest then due thereon to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this Contract, and together with interest on all of said sums at the default rate from the due date or date of each such advance to and including the date of collection.

C. Forfeiture and Repossession: The Seller may cancel and render void all rights, titles and interests of the Purchaser and its successors in this Contract and in the property (including all of Purchaser's then existing rights, interests and estates therein and timber, crops, fixtures and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Seller records

a Declaration of Forfeiture pursuant to RCW 61.30.040-070. The entire balance of such sums due and to become due under this Contract shall be paid from the proceeds of any sale ordered by a Court, pursuant to RCW 61.30.120, including interest at the default rate to and including the sale date and all expenses incurred by the Seller as a result of such sale. Upon the forfeiture of this Contract, the Seller may retain all payments made hereunder by the Purchaser and may take possession of the property ten (10) days following the date this Contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the said property by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Purchaser or any person or persons claiming by, through or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Purchaser, or such person or persons shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorneys' fees. To the extent permitted by applicable statute, the Seller shall have the right to obtain a deficiency against the Purchaser following the forfeiture of this Contract for damages caused by waste to the property.

D. Judicial Foreclosure: To the extent permitted by any applicable statute, the Seller may judicially foreclose this Contract as a Mortgage, and in connection therewith, may accelerate all of the debt due under this Contract if the defaults upon which such action is based are not cured within fifteen (15) days following the Seller's written notice to Purchaser which specifies such defaults and the acts required to cure the same (within which time any monetary default may be cured without regard to the acceleration); provided, however, such cure period shall be extended for up to thirty (30) additional days to the extent reasonably necessary to complete the cure of a non-monetary default if the Purchaser commences such cure within fifteen (15) days following the Seller's notice and pursues it with due diligence. The Seller may, but shall not be required to, waive any right to a deficiency judgment in its foreclosure complaint. The Prepayment Premium shall be assessed upon any amounts accelerated pursuant to the terms of this paragraph, and all such amounts shall bear interest at the default rate from and after the date they are so accelerated to and including the date of collection.

E. Specific Performance: The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction.

F. Entry Upon Agricultural Property: In the event the property is used for agricultural or farming purposes, the Seller shall have the right, following three (3) days' prior written notice to the Purchaser, to enter upon the real property from time to time to perform any one or more of the functions required of but not performed by the Purchaser in the agricultural provisions of this Contract and to tend and care for any livestock and harvest, transport, store and sell any of the crops which may be grown on the property in such manner as the Seller shall elect, and for the purposes of this paragraph, the Purchaser grants to the Seller

a security interest in all of its seeds and crops, and the products and proceeds thereof, which may now or at any time hereafter be located upon or in the property or be harvested therefrom. The exercise of this right shall not affect the liabilities of the Purchaser; provided, however, should the Seller receive any sums as a result of its actions hereunder, it shall apply the same to discharge the costs and expenses, including attorneys' fees, reasonably incurred in taking said actions, together with interest thereon at the default rate from the date of expenditure to and including the date said proceeds are received, and the balance of such proceeds shall be applied against the purchase price principal last due and owing hereunder, including any prepayment premium applicable thereto. In the absence of receiving any such proceeds, or if and to the extent the same are insufficient to reimburse the Seller for such amounts and interest, the Purchaser shall reimburse the Seller for such amounts and interest on demand, with said interest being calculated to and including the date of payment.

21. PURCHASER'S REMEDIES

In the event the Seller should default in any of its obligations under this Contract and such default continues for fifteen (15) days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this Contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity.

22. REMEDIAL ADVANCES

If either party to this Contract shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this Contract, or shall by any other act or neglect violate the terms and any conditions of this Contract or of any prior encumbrance, the other party hereto may pay, effect or discharge such sums as are necessary to cure such default. Upon affording the party required to make such payment not less than fifteen (15) days' prior written notice (except in any instance in which the Purchaser fails to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to person or property or any foreclosure of or a similar action against or affecting any portion of the property, in which cases such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees and together with interest on said expenditures and fees at twelve percent (12%) per annum (the default rate) from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is effected.

23. LATE PAYMENT BY PURCHASER

Purchaser hereby acknowledges that late payment by Purchaser will cause Seller to incur costs and lose interest thereon, the exact amount of which is presently difficult to ascertain. Accordingly, if any installment or other sum is not paid within ten (10) days of its due date, then Purchaser shall pay to Seller a late payment penalty charge in the sum of \$500.00 for each such overdue payment and which late payment penalty charge shall not be applied to principal or interest due and shall be paid direct to Seller (outside of the escrow, if one is established) upon Seller's demand.

24. CUMULATIVE REMEDIES; WAIVERS

The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchaser may pursue any other or further remedies to enforce their respective rights under this Contract; provided, however, except as provided in this Contract with respect to the Purchaser's transfer of the property, the Seller shall not have the right to accelerate the remaining balance of the purchase price in the event the Seller elects to forfeit the Purchaser's interest in the property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchaser hereby expressly waives any legal or equitable rights that the Purchaser may have with respect to marshaling of assets. The Seller shall not be required to tender its deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this Contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

25. COSTS AND ATTORNEYS' FEES

If either party shall be in default under this Contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy or otherwise protect or enforce its rights under this Contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, collection agency charges; expenses of

preparing, serving, mailing, posting, publishing, and recording any notices; title search expenses; reasonable attorneys' fees and costs, and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. In the event either party hereto institutes, defends or is involved with any action to enforce the provisions of this Contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees that are incurred in connection with any forfeiture; foreclosure; public sale; action for specific performance, injunction, damages, waste, deficiency judgment, unlawful detainer, or to contest the reasonableness of any persons, costs, or attorney fees; and in any mediation, arbitration, bankruptcy, probate, appeal, or other proceedings. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset. The venue of any action brought under this Contract shall be at the option of either of said parties in Kittitas County, Washington.

26. NOTICES

Any notices required or permitted by law or under this Contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses as follows:

To Purchaser: 820 Payne Road
 Ellensburg, WA 98926

To Seller: 1600 Payne Road
 Ellensburg, WA 98926

Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Selier may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. The mailing and registering or certifying of such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

27. TIME OF PERFORMANCE

Time is specifically declared to be of the essence of this Contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

28. PARAGRAPH HEADINGS

The underscored word or words appearing at the commencement of paragraphs and subparagraphs of this Contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

29. GENDER AND NUMBER

The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchaser" and "Seller" refer to either the singular or the plural, as the case may be.

30. SUCCESSORS

Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and assigns; provided, however, no person to whom this Contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express, written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this Contract, or any holder of any interest in the property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notice in addition to those provided for in this Contract need be given.

31. APPLICABLE LAW

This Contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this Contract shall be laid in the county in which the real property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.

32. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this Contract, except to the extent that the same are expressed in this instrument. This Contract may be amended only by written instrument executed by the Purchaser and the Seller subsequent to the date hereof.

AFTER RECORDING RETURN TO:
John P. Gilreath
Cone Gilreath Ellis, Cole & Anderson
P. O. Box 499
Ellensburg, WA 98926

DOCUMENT TITLE: Correction to Real Estate Contract

GRANTOR/S: Diefenbach, Robert G., as his separate estate

GRANTEE/S: Diefenbach, Gary M., a single man

ABBREV. LEGAL DESCRIPTION: Sec 34, T 17 N, R 19 EWM, 1/2 of SE 1/4; Sec 2, T 16 N, R 19 EWM, SE 1/4 and N 1/2 of SW 1/4

TAX PARCEL NO.: 17-19-34051-0001-00 Real Estate Excise Tax
17-19-34000-0026-00 Exempt
16-19-03000-0018-00 Kittitas County Treasurer
By K. Hill
AFF: 10315
05-11-00

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED, RELEASED OR AMENDED: 199903290044

CORRECTION
TO
REAL ESTATE CONTRACT

This Correction to Real Estate Contract is to correct the legal description of that certain Real Estate Contract made and entered into on the 19th day of March, 1999, by and between

RECEIVED
OCT 17 2018

Kittitas County CDS

11693

LAW OFFICES OF
CONE, GILREATH,
ELLIS, COLE & ANDERSON
P.O. Box 499 - 200 East Third Avenue
Ellensburg, Washington 98926
Telephone (509) 923-3191



ROBERT G. DIEFENBACH, as his separate estate, hereinafter referred to as Seller, and GARY M. DIEFENBACH, a single man, hereinafter referred to as Purchaser, which Real Estate Contract was recorded on March 29, 1999, under Auditor's File No. 199903290044.

IT IS HEREBY AGREED by and between Seller and Purchaser that the corrected legal description of the property shall be as follows:

PARCEL 1:

TRACT A

That portion of the West Half of the Southeast Quarter of Section 34, Township 17 North, Range 19 East, W.M., Kittitas County, Washington, which is bounded by a line described as follows:

Beginning at the Northwest corner of said West Half of Southeast Quarter; thence South 89°05'06" East, along the North boundary of said West Half of the Southeast Quarter, 20.00 feet to the true point of beginning; thence South 89°05'06" East, 785.23 feet; thence South 20°47'02" West, 331.30 feet; thence North 89°24'55" West, 650.61 feet; thence North 3°04'47" West, 316.22 feet to the true point of beginning; Except the right of way of the County Road.

TRACT C

Parcel "A" of DIEFENBACH SHORT PLAT, as described and/or delineated on Kittitas County Short Plat No. 98-15, as recorded March 8, 1999, in Book F of Short Plats, pages 23 through 25, under Auditor's File No. 199903080017, records of Kittitas County, State of Washington; being a portion of the West Half of the Southeast quarter of Section 34, Township 17 North, Range 19 East, W.M., in the County of Kittitas State of Washington;

Except right of way of the County Road and Except the right of way of the Kittitas Reclamation District Canal along the North line thereof.

PARCEL 2:

TRACT A

Those portions of the Southeast Quarter and of the North Half of the Southwest Quarter of Section 3, Township 16 North, Range 19 East, W.M., Kittitas County, State of Washington, which is described as follows:

A tract of land beginning at the Southeast corner of said Section 3; and running Thence North along the East line of said Section 3 to the quarter corner on said East line of said Section;

Thence West along the East-West centerline of said Section 3 to the Quarter corner on the West line thereof;

Thence South along said West line of said Section 635.30 feet;

Thence North 88°45' East, 1,784.50 feet;



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Thence South 1°08' East, 660.00 feet;
 Thence North 88°48' East, 859.40 feet to the sixteenth corner on the North-South Centerline of said Section;
 Thence South along said North-South Centerline of said Section 833.40 feet;
 Thence North 89°37' East, 1,060.00 feet;
 Thence South 0°59' East, 461.00 feet to the South line of said Section 3;
 Thence East along said South line of said Section to the Southeast corner thereof, and the point of beginning;
 Except that portion lying within the Wippel Pump Lateral and that portion lying within other laterals and canals of the Kittitas Reclamation District.

TRACT B

That portion of the North Half of the Southwest Quarter of Section 3, Township 16 North, Range 19 East, W.M., Kittitas County, State of Washington, which is described as follows:

A tract of land beginning at a point which is 1,064.0 feet North 88°45' East of a point on the West boundary line of said Section which is 635.3 feet South of the Northwest corner of the Southwest Quarter of said Section and from said point of beginning running North 88°45', East 720.5 feet;
 Thence South 1°08' East 550.0 feet to the North boundary line of the right of way of the Wippel Pump Lateral of the Kittitas Reclamation District;
 Thence Westerly along said boundary line of said right of way 235.0 feet to the South boundary line of said North half of the Southwest Quarter of said Section;
 Thence West along said boundary line 835.0 feet to the East boundary line of the right of way of said Wippel Pump Lateral;
 Thence Northerly along said boundary line of said right of way to the point of beginning.

Except that portion of said Tracts "A" and "B" lying Westerly of the following described line:

Beginning at the East Quarter corner of said Section 3;
 Thence South 89°52'00" West, along the East-West centerline of said Section, 3,099.45 feet to the true point of beginning of said line;
 Thence South 01°10'20" East, along said line to a point where said line intersects the South boundary of the above described property, and terminus of said line.

TOGETHER WITH existing irrigation system, gated pipe and syphon tubes located thereon.

SUBJECT TO that certain ten-inch pipeline easement together with the right of ingress and egress thereon affecting the south fifty feet of Tract B of Parcel 2 as reflected by instrument recorded January 16, 1984 under Kittitas County Auditor's File No. 476462.

SUBJECT TO right of way for H. Payne Road and "lane" along the south boundary of said Parcel 1 as located by survey recorded November 19, 1987 in Book 15 of Surveys at page 112 under Auditor's File No. 509200.

SUBJECT TO that certain ingress and egress easement eight feet in width affecting Tract C of Parcel 1 as reflected by instrument recorded May 23, 1994 in Volume 354, page



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1701 under Kittitas County Auditor's File No. 571029.

TOGETHER WITH all water and water rights, if any, ditches, appropriations, franchises, privileges, permits, licenses and easements that are on, connected with, or usually had and enjoyed in connection with the property.

TOGETHER WITH all currently attached plumbing, irrigation, water, heating, air conditioning and lighting fixtures, attached television antennas or other attached or built-in appliances, all attached bathroom accessories, all shades, curtain and drapery rods, awnings, screens and storm windows or doors, weather vanes, linoleum and wall-to-wall carpeting.

SUBJECT TO rights reserved in federal patents, state or railroad deeds, easements, reservations, restrictions, zoning laws, plat dedications, restrictive covenants of record or in apparent use, and future or existing municipal, county or state district assessments, if any, Indian Tribal Codes or Regulations, Indian Treaty or aboriginal rights, including easements or equitable servitudes.

SUBJECT TO pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. (Numerous named Defendants) notice of which is given by Lis Pendens recorded on October 14, 1977, under Kittitas County recording number 417302, being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, Supplemental Notice of Lis Pendens filed June 4, 1980, under Auditor's File No. 442263 in Volume 131, page 63.

SUBJECT TO questions of perimeter boundaries and fence lines which an accurate survey may disclose and public or private easements not disclosed by public record.

This land is included within the Kittitas Reclamation District and is subject to the laws of the United States and the State of Washington relative to the Yakima Irrigation Project and the terms of any recordable contracts entered into pursuant to such laws and is liable for further assessments, if any, levied by said district.

SUBJECT TO an amendatory contract including the terms and conditions thereof, between the United States of America and the Kittitas Reclamation District, dated January 20, 1949, and recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267.

SUBJECT TO the possibility of past, present and future assessment charges levied by the Kittitas Reclamation District, constructive notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267.

The Parties hereto confirm and ratify each and every term and condition of said Real Estate Contract of March 19, 1999 except as modified herein.



REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY W. W. Woodhull
DATE 8/20/2018

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department (SAM)
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734

ORIGINAL



NO COMPENSATION PAID EASEMENT

REFERENCE #:
GRANTOR (Owner): Gary M. Diefenbach
GRANTEE (PSE): PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion of NW 1/4 of the SE 1/4, Section 34, T17N, R19E, W.M., Kittitas County
ASSESSOR'S PROPERTY TAX PARCEL: 890433 (17-19-34000-0026)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gary M. Diefenbach, a single man ("Owner" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Kittitas County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

THE NORTH TEN (10) FEET OF THE WEST FIFTEEN (15) FEET OF THE ABOVE DESCRIBED PROPERTY.

1. **Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove or upgrade one or more guy wires, anchor poles and anchors together with any and all necessary or convenient appurtenances thereto; PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement. Owner shall be entitled to compensation for damage to the Property caused by the exercise of such right of access by PSE.

2. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Owner shall not construct or maintain any building or other structure on the Easement Area.

3. **Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

4. **Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

RECEIVED
OCT 17 2018

Kittitas County CDS

EXHIBIT "A"

THAT PORTION OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 19 EAST, W.M., RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER;
THENCE SOUTH 89°05'06" EAST ALONG THE NORTH BOUNDARY OF SAID WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER 20.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°05'06" EAST 785.23 FEET;
THENCE SOUTH 20°47'02" WEST 331.30 FEET;
THENCE NORTH 89°24'55" WEST 650.61 FEET;
THENCE NORTH 03°04'47" WEST 316.22 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE RIGHT OF WAY OF THE COUNTRY ROAD.**