

**Transaction Identification Data for reference only:**

Issuing Agent: **Kittitas Title and Escrow**  
Issuing Office: **208 W Ninth, Ste. 6 Ellensburg, WA 98926**  
Customer Reference No.:  
Issuing Office File Number: **343731AM**  
Property Address: **841 STONE Rd, Ellensburg, WA 98926**  
**1030 STONE Rd, Ellensburg, WA 98926**  
**NKA RINGER Loop, Ellensburg, WA 98926**  
**NKA STONE Rd, Ellensburg, WA 98926**

**SCHEDULE A**

1. Commitment date: **December 31, 2019 at 7:30 A.M.**

2. Policy to be issued:

(a) **2006 ALTA Owner's Policy**       **Standard Coverage**       **Extended Coverage**

**Rate: General Schedule**

**Proposed Policy Amount:**  
**Premium:**

**\$0.00**

Proposed Insured:

**The Trust for Public Land, a California nonprofit corporation**

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**Flying M Ranch, LLC, a Washington limited liability company**

5. The Land is described as follows:

**See attached Exhibit 'A'**

**RECEIVED**  
**MAR 03 2020**  
**Kittitas Co. CDS**

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**SCHEDULE B, PART I  
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. 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: being a ptn of Sec. 24 & 25, Twp. 17N, Rge. 18E
7. 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.

8. The company will require a copy of articles of organization, operating agreements, if any, and a current list of its members and managers for Flying M. Ranch, LLC, a Washington limited liability company.
9. EVIDENCE OF THE AUTHORITY of the officers of The Trust for Public Land, a California non-profit corporation, to execute the forthcoming instrument. Current articles of incorporation and by-laws should be furnished both for said corporation and for any higher discipline or organization to which it is responsible.
10. A COPY OF THIS REPORT HAS BEEN SENT to Stewart Title Guarantee Company for approval, said report is subject to any changes and/or amendments that may be required by Stewart Title Guarantee Company.

**NOTES**

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- A. 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.
- B. Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.
- C. General Taxes for the year 2019 are paid  
Parcel No.: 957634
- D. General Taxes for the year 2019 are paid  
Parcel No.: 957635
- E. General Taxes for the year 2019 are paid  
Parcel No.: 957637
- F. General Taxes for the year 2019 are paid  
Parcel No.: 957638
- G. General Taxes for the year 2019 are paid  
Parcel No.: 957619
- H. General Taxes for the year 2019 are paid  
Parcel No.: 957639
- I. General Taxes for the year 2019 are paid  
Parcel No.: 957620
- J. General Taxes for the year 2019 are paid  
Parcel No.: 957640
- K. General Taxes for the year 2019 are paid  
Parcel No.: 957621
- L. General Taxes for the year 2019 are paid  
Parcel No.: 957622
- M. General Taxes for the year 2019 are paid  
Parcel No.: 957641
- N. General Taxes for the year 2019 are paid  
Parcel No.: 957623
- O. General Taxes for the year 2019 are paid  
Parcel No.: 957642
- P. General Taxes for the year 2019 are paid  
Parcel No.: 957643

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- Q. General Taxes for the year 2019 are paid  
Parcel No.: 957644
- R. General Taxes for the year 2019 are paid  
Parcel No.: 957645
- S. General Taxes for the year 2019 are paid  
Parcel No.: 957624
- T. General Taxes for the year 2019 are paid  
Parcel No.: 957626
- U. General Taxes for the year 2019 are paid  
Parcel No.: 957646
- V. General Taxes for the year 2019 are paid  
Parcel No.: 957647
- W. General Taxes for the year 2019 are paid  
Parcel No.: 957648
- X. General Taxes for the year 2019 are paid  
Parcel No.:957649
- Y. General Taxes for the year 2019 are paid  
Parcel No.: 957650
- Z. General Taxes for the year 2019 are paid  
Parcel No.: 957651
- AA. General Taxes for the year 2019 are paid  
Parcel No.: 957652
- BB. General Taxes for the year 2019 are paid  
Parcel No.: 957653
- CC. General Taxes for the year 2019 are paid  
Parcel No.: 957654
- DD. General Taxes for the year 2019 are paid  
Parcel No.: 957655
- EE. General Taxes for the year 2019 are paid  
Parcel No.: 957656
- FF. General Taxes for the year 2019 are paid  
Parcel No.: 228933
- GG. General Taxes for the year 2019 are paid  
Parcel No.: 957632
- HH. General Taxes for the year 2019 are paid  
Parcel No.: 528933
- II. General Taxes for the year 2019 are paid  
Parcel No.: 957628

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Issuing Office File Number: 343731AM

- JJ. General Taxes for the year 2019 are paid  
Parcel No.: 238933
- KK. General Taxes for the year 2019 are paid  
Parcel No.: 898933
- LL. General Taxes for the year 2019 are paid  
Parcel No.: 957630
- MM. General Taxes for the year 2019 are paid  
Parcel No.: 957631
- NN. General Taxes for the year 2019 are paid  
Parcel No.: 808933
- OO. General Taxes for the year 2019 are paid  
Parcel No.: 957633
- PP. General Taxes for the year 2019 are paid  
Parcel No.: 702036

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the public records.
3. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
4. Extended coverage exceptions, as follows:
  1. Rights or claims of parties in possession not shown by the public records.
  2. Easements, claims of easements or encumbrances which are not shown by the public records.
  3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.

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9. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$376,950.00  
Trustor/Grantor: Michael K. Moeur, Sr. and Betty Q. Moeur  
Trustee: Chicago Title  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for LOANDEPOT.COM, LLC  
Dated: October 15, 2015  
Recorded: October 28, 2015  
Instrument No.: [201510280008](#)

10. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

11. LOSS OR DAMAGE BY REASON THAT THERE APPEARS TO EXIST NO INSURABLE RIGHT OF ACCESS to and from the land herein described to a public right-of-way.

Affects a portion of Lot 28 lying within the Southeast Quarter of the Northwest Quarter of Section 25

12. The Records of the County Treasurer's Office were not accessible at the date hereof. This commitment remains subject to a search of said records. Please consult the Company prior to Closing for current tax information.
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Puget Sound Power and Light Company  
Recorded: September 19, 1930  
Instrument No.: 102374
14. COVENANT AGAINST BLASTING AND/OR DISCHARGE OF EXPLOSIVES as contained in instrument granting easement on adjacent property:  
Recorded: January 30, 1931  
Recording no.: 103933
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Pacific Northwest Pipeline Corporation  
Recorded: February 8, 1956  
Instrument No.: 256594
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Pacific Northwest Pipeline Corporation  
Recorded: February 8, 1956  
Instrument No.: 256596

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17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Puget Sound Power & Light Company  
Recorded: July 18, 1968  
Instrument No.: 348559
18. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Puget Sound Power and Light Company  
Recorded: April 26, 1990  
Instrument No.: 520057
19. Reservation of Oil, gas, and/or minerals, including the terms and provisions contained therein, in deed from D.M. McAusland and Virginia C. McAusland, as to a 50% interest.  
Recorded: July 31, 1981  
Instrument No.: 454150  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
20. Easements reservations and dedications, as shown on record of survey.  
Recorded: October 15, 1986  
Instrument No.: 499766
21. Easements reservations and dedications, as shown on record of survey.  
Recorded: January 30, 1996  
Instrument No.: 199601300018
22. Easements reservations and dedications, as shown on record of survey.  
Recorded: January 20, 2009  
Instrument No.: 200901200068
23. Special Warranty Deed, As To Water Rights, including the terms and provisions thereof,  
Recorded: January 23, 2019  
Instrument No.: [201901230011](#)
24. Quit Claim Deed, As To Water Rights, including the terms and provisions thereof,  
Recorded: April 17, 2019  
Instrument No.: [201904170002](#)
25. Quit Claim Deed, As To Water Rights, including the terms and provisions thereof,  
Recorded: September 6, 2019  
Instrument No.: [201909060012](#)
26. Certificate of Adjudicated Water Right, including the terms and provisions thereof,  
Recorded: September 10, 2019  
Instrument No.: [201909100074](#)

Affects Lots 4, 9-12, 14-21, 25, 28, 32

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27. Certificate of Adjudicated Water Right, including the terms and provisions thereof,  
Recorded: September 10, 2019  
Instrument No.: [201909100075](#)

Affects Lots 1-3, 6-9, 13, 21-25, 29-31, 32 and ptn of S 1/2 of SE 1/4

28. Certificate of Adjudicated Water Right, including the terms and provisions thereof,  
Recorded: September 10, 2019  
Instrument No.: [201909100094](#)

Affects Lot 28

29. Certificate of Adjudicated Water Right, including the terms and provisions thereof,  
Recorded: December 5, 2019  
Instrument No.: [201912050047](#)

30. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; 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, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.

(Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph 6C, or 5C if Homeowner's Policy, in the general exceptions which are printed on Schedule B herein. The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies

**END OF SCHEDULE B**

EXHIBIT 'A'

File No. 343731AM

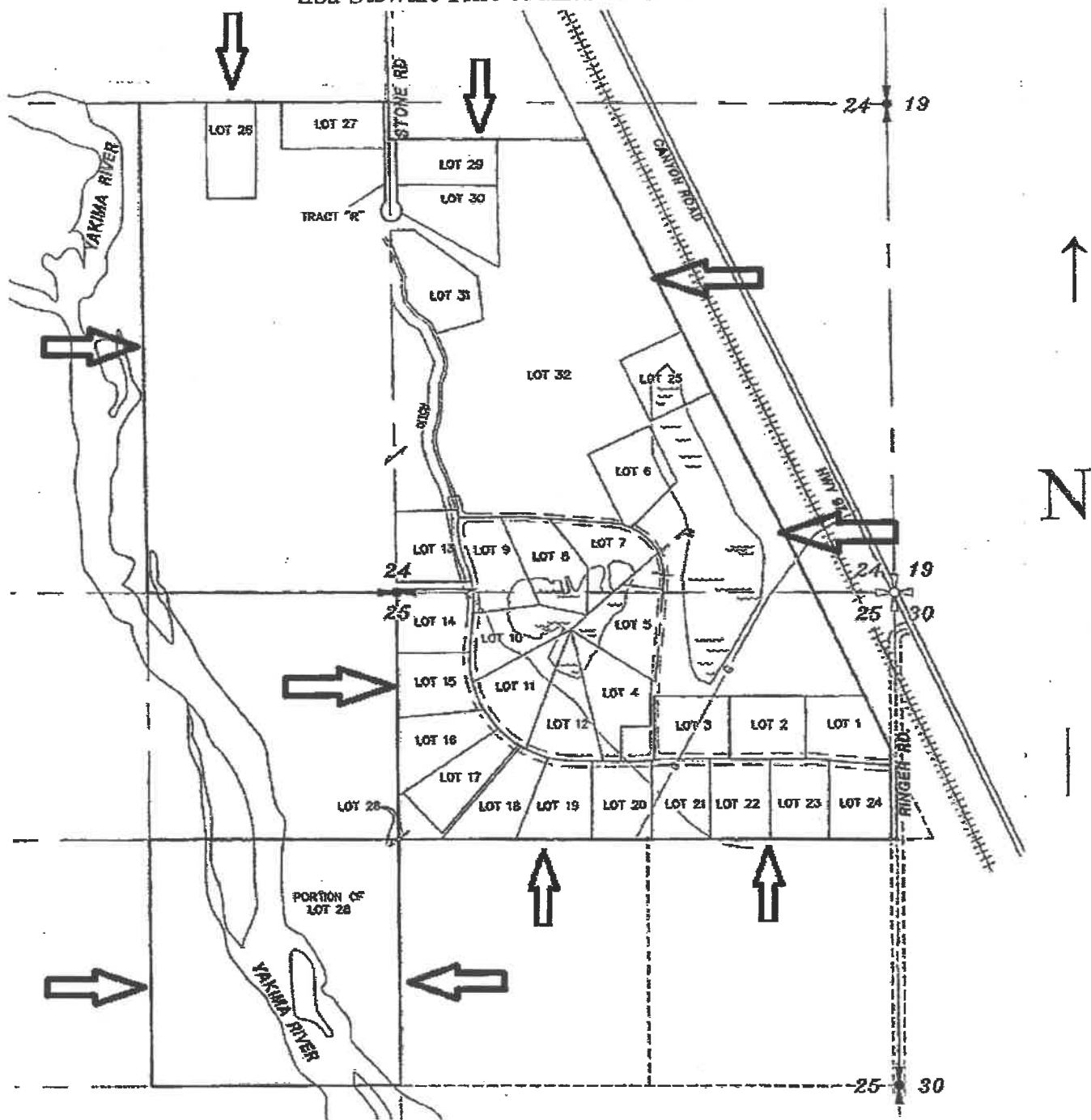
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and Tract R of that certain survey recorded January 20, 2009, in Book 35 of Surveys, Pages 247 through 249, under Auditor's File No. 200901200068, records of Kittitas County, State of Washington; being a portion of the South Half of Section 24 and the North Half of Section 25, Township 17 North, Range 18 East, W.M., Kittitas County, State of Washington.

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# Kittitas Title and Escrow, LLC

dba Stewart Title of Kittitas County



This sketch does not purport to show all highways, roads, or easements affecting said property. No liability described is assumed if variation in dimension and location, and is not based upon a survey of the property described in this order. It is furnished with charge solely for the purpose of assisting in locating the described premises. The Company assumes no liability for inaccuracies therein.