



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

File No.: 357240AM

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

Issuing Agent: AmeriTitle, Inc.

RECEIVED
MAR 31 2020

Kittitas Co. CDS

Countersigned:

Authorized Signatory

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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5. The Land is described as follows:

TRACT 1:

Parcel A:

A portion of Section 5, Township 17 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, which is bounded by a line described as follows:

Beginning at the East Quarter section corner of said Section 5, at which point is the true point of beginning; thence North 0°06'30" East, along the East boundary of the Southeast Quarter of the Northeast Quarter of said Section 5, 378.05 feet, thence South 87°30'30" West, 991.35 feet; thence South 0°06'30" West, 646.02 feet; thence North 88°28'20" West, 1158.30 feet; thence North 25°51'50" West, 639.76 feet; thence South 51°09'18" West 817.00 feet, thence South 30°29'08" East, 1470.01 feet to the South boundary of the North Half of the Southeast Quarter of said Section 5, Thence North 87°23' East, 2319.49 feet to the Southeast corner of said North half of the Southeast Quarter, thence North 0°00'04" West, 1377.92 feet to the true point of beginning.

Parcel B:

Farm Unit "A" from the Southwest Quarter of the Northwest Quarter; and Farm Unit "B", or the West Half of the Southwest Quarter, Section 4, Township 17 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, EXCEPT: Right of way for Kittitas Reclamation District and Koffman County Road.

TRACT 2:

**The North Half of the Southeast Quarter;
The South Half of the Southwest Quarter of the Northeast Quarter;**

That portion of the Southeast Quarter of the Northwest Quarter which lies South of and above the South boundary line of the right of way of the Kittitas Reclamation District Lateral No. NB-26.7 EXCEPT: The West 100 feet thereof;

The Northeast Quarter of the Southwest Quarter, EXCEPT: The West 100 feet thereof;

The Southeast Quarter of the Northeast Quarter, EXCEPT: A tract of land bounded by a line beginning at the Northwest corner of said Quarter of Quarter Section, and running thence East 660.0 feet; thence South 871.2 feet; thence West 660.0 feet; and thence North 871.2 feet to the point of beginning.

All in Section 5, Township 17 North, Range 20 East, W.M., in the County of Kittitas, State of Washington.

EXCEPT:

A portion of Section 5, Township 17 North, Range 20 East, W.M., Kittitas County, Washington which is bounded by a line described as follows:

Beginning at the East Quarter Section corner of said Section 5, at which point is the true point of beginning; thence North 0°06'30" East, along the East boundary of the Southeast Quarter of the Northeast Quarter of

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said Section 5, 378.05 feet; thence South 87°30'30" West, 991.35 feet; thence South 0°06'30" West, 646.02 feet; thence North 88°28'20" West, 1158.3 feet; thence North 25°51'50" West 639.76 feet; thence South 51°09'18" West, 817.00 feet; thence South 30°29'08" East, 1470.01 feet to the South boundary of the North Half of the Southeast Quarter of said Section 5; thence North 87°23' East, 2319.49 feet to the Southeast corner of said North Half of the Southeast Quarter; thence North 0°00'04" West, 1377.92 feet to the true point of beginning.

TRACT 3:

Parcel A:

That portion of the Southeast Quarter of the Southwest Quarter of Section 4, Township 17 North, Range 20 East, W.M., Kittitas County, State of Washington, which lies Southwesterly and Westerly of the Koffman (County) Road Westerly right of way boundary.

EXCEPT Right of way for Kittitas Reclamation District Canal.

Parcel B:

That portion of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 4, Township 17 North, Range 20 East, W.M., Kittitas County, State of Washington, which lies Southwesterly and Westerly of the Koffman (County) Road Westerly right of way boundary.

EXCEPT Right of way for Kittitas Reclamation District Canal.

Parcel C:

That portion of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter, all in Section 4, Township 17 North, Range 20 East, W.M., Kittitas County, State of Washington, which lies Northwesterly of the Kittitas Reclamation District Branch Lateral N.B.26.7-1.7 Northwesterly right of way boundary.

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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: Ptns of all in Section 5, Township 17 N, Range 20 E, W.M. and ptns of W Half of Section 4, Township 17 N, Range 20 E, W.M.
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 Shopwell Ranch, LLC, a limited liability company.
9. We note the title to the following manufactured home located on said premises has been eliminated, as disclosed by Manufactured Home Application for Title Elimination;
Recorded : March 13, 2009
Auditor's File No.: 200903130003
Manufactured Home: +145490 1998 Valley 52 x 28 VHMI 2806W82856AB

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NOTES

- 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. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- D. According to the available County Assessor's Office records or information provided to the company, the purported address of said land is:
1003 Koffinan Road, Ellensburg, WA 98926

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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 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.
3. 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 by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. 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.
8. 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
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

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10. 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: 2020
Tax Type: County
Total Annual Tax: \$164.13
Tax ID #: 150433
Taxing Entity: Kittitas County Treasurer
First Installment: \$82.07
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$82.06
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 1

11. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$3,388.02
Tax ID #: 380533
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,694.01
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$1,694.01
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 1

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12. Tax Year: 2020

Tax Type: County
Total Annual Tax: \$366.12
Tax ID #: 660533
Taxing Entity: Kittitas County Treasurer
First Installment: \$183.06
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$183.06
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 1

13. Tax Year: 2020

Tax Type: County
Total Annual Tax: \$87.87
Tax ID #: 530533
Taxing Entity: Kittitas County Treasurer
First Installment: \$43.94
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$43.93
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 2

14. Tax Year: 2020

Tax Type: County
Total Annual Tax: \$241.15
Tax ID #: 560533
Taxing Entity: Kittitas County Treasurer
First Installment: \$120.58
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$120.57
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 2

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15. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$40.21
Tax ID #: 580533
Taxing Entity: Kittitas County Treasurer
First Installment: \$40.21
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$0.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 2
16. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$81.97
Tax ID #: 650533
Taxing Entity: Kittitas County Treasurer
First Installment: \$40.99
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$40.98
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 2
17. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$26.19
Tax ID #: 670533
Taxing Entity: Kittitas County Treasurer
First Installment: \$26.19
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$0.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 2

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18. Tax Year: 2020

Tax Type: County
Total Annual Tax: \$16.11
Tax ID #: 15438
Taxing Entity: Kittitas County Treasurer
First Installment: \$16.11
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$0.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 3

19. Tax Year: 2020

Tax Type: County
Total Annual Tax: \$20.44
Tax ID #: 15440
Taxing Entity: Kittitas County Treasurer
First Installment: \$20.44
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$0.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 3

20. Tax Year: 2020

Tax Type: County
Total Annual Tax: \$21.67
Tax ID #: 15437
Taxing Entity: Kittitas County Treasurer
First Installment: \$21.67
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$0.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: A portion of Tract 3

21. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.

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22. 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.

23. 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.

24. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Northern Pacific Railway Company, a corporation.

Recorded: June 14, 1909

Book: 18 of Deeds, Page 560

Instrument No.: 24256

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.

25. The provisions contained in Deed to Kittitas Reclamation District,
Dated: February 28, 1931, recorded in Book 53 of Deeds, Page 2,
As follows:

"Said grantors, for themselves and for thier heris, administrators and assigns, hereby acknowledge full satisfaction for all severance damages and claims thereto to all their lands adjacent to the lands herein conveyed, by reason of or occasioned by the location, construction, maintenance and operation of an irrigation canal by grantee, its successors or assigns, over and aupon the premises herein conveyed."

Affects: East Half of the Southwest Quarter of Section 4

26. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Kittitas Reclamation District.

Recorded: May 28, 1938

Book: 59 of Deeds, Page 87

Instrument No.: 140888

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.

Affects: The Southeast Quarter of the Northeast Quarter of Section 5, Township 17 North, Range 20 East, W.M.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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27. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Public Utility District No. 1
Purpose: To grant the right to enter upon said lands and place, construct, operate, maintain, relocate and replace an electric transmission or distribution line or system
Recorded: July 18, 1940
Instrument No.: 155306
Book 62, Page 340
Affects: East Half of the Southwest Quarter of said Section 4 and other land
28. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Public Utility District No. 1 of Kittitas County
Purpose: To place, construct, operate, repair, maintain, relocate and replace thereon an electric transmission or distribution line or system
Recorded: July 18, 1940
Book 62 of Deeds, Page 338
Affects: The Southwest Quarter of the Northwest Quarter of said Section 4
29. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Kittitas Reclamation District.
Recorded: February 6, 1942
Book: 64 of Deeds, Page 507
Instrument No.: 166433
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.
Affects: The Northeast Quarter of the Southeast Quarter of Section 5, Township 17 North, Range 20 East, W.M.
30. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Public Utility District No. 1 of Kittitas County
Purpose: To construct, reconstruct, replace, operate and maintain an electric transmission and/or distribution line or system
Dated: October 29, 1958
Book 103 of Deeds, Page 413
Affects: The North Half of the Southeast Quarter and a portion of the Northeast Quarter of the Southwest Quarter of Section 5

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31. 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

32. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,

Recorded: March 31, 1992

Book: 18 of Surveys Page: 151

Instrument No.: 547720

Matters shown:

- a) Location of fencelines in relation to perimeter boundaries
- b) Locations of County Road and Kittitas Reclamation District canals

33. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: April 24, 1998

Instrument No.: 199804240035

34. A portion of the access to said premises is over Kittitas Reclamation District Lateral and therefore, access to said premises is subject to the terms, conditions, regulations and restrictions of the Kittitas Reclamation District.

END OF SCHEDULE B

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