

Customer Reference No.  
File No. 340118AM



208 W Ninth, Ste. 6, Ellensburg, WA 98926  
Phone: (509) 933-4324 Fax: (509) 933-4329

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**TITLE COMMITMENT ATTACHED**  
**Report No.: 2**

**Date:** February 3, 2020      **File No.:** 340118AM  
**Property:** 1400-X Watt Canyon Rd., Ellensburg, WA 98926  
**Buyer/Borrower:** Joel Greear and Deanna Greear  
**Seller:** Louis D Tutino

*In connection with the above referenced transaction, we are delivering copies of the Title Commitment to the following parties:*

**Listing Agent:**  
Center Point Realty  
221 E 4th Ave.  
Ellensburg, WA 98926  
Attn: Del Knudson

**Selling Agent:**  
Center Point Realty  
221 E 4th Ave.  
Ellensburg, WA 98926  
Attn: Del Knudson

**Seller:**  
Louis D Tutino

**Buyer/Borrower:**  
Joel Greear and Deanna Greear  
2407 N Ellington St.  
Ellensburg, WA 98926

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## Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

**Escrow Officer:**

Edi Carr  
208 W Ninth, Ste. 6  
Ellensburg, WA 98926  
edi.carr@kittitastitle.com  
(509) 933-4324

**Title Officer**

Sue Wheelock  
208 W Ninth, Ste. 6  
Ellensburg, WA 98926  
sue.wheelock@kittitastitle.com  
(509) 933-4324

**Email escrow closing documents to:**

edi.carr@kittitastitle.com

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In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid, government issued photo I.D.

**NOTICE:** Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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 EXTRACONTRACTUAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:



Authorized Countersignature

**Kittitas Title and Escrow**  
208 W Ninth, Ste. 6  
Ellensburg, WA 98926



**Matt Morris**  
President and CEO



**Denise Carraux**  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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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 countersignature 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.

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- (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.

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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.

- (d) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (e) 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.
  - (f) 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.

## **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**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: 340118AM

Property Address: 1400-X Watt Canyon Rd., Ellensburg, WA 98926

**SCHEDULE A**

1. Commitment date: **January 27, 2020 at 7:30 A.M.**

2. Policy to be issued:

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

<b>Rate: General Schedule</b>	<b>Proposed Policy Amount:</b>	<b>\$100,000.00</b>
	<b>Premium:</b>	<b>\$588.00</b>
	<b>Sales Tax:</b>	<b>\$48.80</b>

Proposed Insured: **Joel Greear and Deanna Greear**

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:

**Louis D. Tutino, as his separate estate**

5. The Land is described as follows:

**See attached Exhibit 'A'**

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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 the NE1/4 of the NE1/4 of Sec 8, Twp 18N, Rge 17E
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. All documents recorded after December 31, 1996 must comply with the "Document Standardization Bill", a summary of which is available on request. Failure to comply with the bill will result in the County Auditor refusing to record document(s) without a specialized cover sheet and an extra \$50.00 recording fee.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 1/2" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information must appear on the first page:

Title or title of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any. Abbreviated legal description (lot, block, plat name or section, township, range and quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

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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:  
1400-X Watt Canyon Rd., Ellensburg, WA 98926
- E. As of the date hereof there are no matters against Joel Greear and Deanna Greear which would appear as exceptions in the policy to issue, except as shown herein.
- F. We find no activity in the past 24 months regarding transfer of title to subject property.

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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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
7. 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.

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8. 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.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
10. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
11. 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.

12. 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: \$786.80

Tax ID #: 13153

Taxing Entity: Kittitas County Treasurer

First Installment: \$393.40

First Installment Status: Due

First Installment Due/Paid Date: April 30, 2020

Second Installment: \$393.40

Second Installment Status: Due

Second Installment Due/Paid Date: October 31, 2020

Levy Code: 11

Land use/DOR code: 81

Land Value: \$80,000.00

Improvements: \$0.00

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13. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$317,100.00

Trustor/Grantor: Nancy Jo Tutino and Louis Tutino, wife and husband

Trustee: Northwest Title

Beneficiary: Federal Savings Bank

Dated: March 9, 2007

Recorded: March 15, 2007

Instrument No.: 200703150021

Includes other property

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

Granted To: John C. Waggoner

Purpose: The right to the perpetual use of the water of a certain spring

Recorded: December 1, 1904

Instrument No.: 11555

Affects: The legal description is not sufficient to determine its exact location

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

Granted To: Janet Hamilton Neves, Robena Hamilton Bickle, James Hamilton, Robert Hamilton

Purpose: Irrigation ditch

Recorded: March 9, 1935

Instrument No.: 119980

Affects: The legal description is not sufficient to determine its exact location

16. Amendatory Contract, governing reclamation and irrigation matters:

Parties: The United States of America and the Kittitas Reclamation District

Dated: January 20, 1949

Recorded: May 25, 1949, in Volume 82, of Deeds, page 69

Auditor's File No.: 208267

Affects: Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.

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17. 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**

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EXHIBIT 'A'

File No. 340118AM

All that portion of the Northeast Quarter of the Northeast Quarter of Section 8, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, lying North and East of the Northerly and Easterly right-of-way of the Kittitas District Canal.

EXCEPT that portion of said premises lying Northerly of the Southerly right-of-way line of Watt Canyon Road.

AND EXCEPT that portion of said premises lying within Parcel 3 of that certain survey recorded May 4, 2011, in Book 37 of Surveys, at pages 139 through 142, under Auditor's File No. 201105040002, records of Kittitas County, State of Washington; within the Northeast Quarter of Section 8, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

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