

Customer Reference No.
File No. 360169AM



101 W Fifth Ave., Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

TITLE COMMITMENT ATTACHED
Report No.: 6

Date: June 8, 2022 **File No.:** 360169AM

Property: NKA Umptanum Rd, Ellensburg, WA 98926

Buyer/Borrower:

Seller: United States of America

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

Listing Agent:

Attn:

Selling Agent:

Attn:

Lender:

Attn:

Seller:

United States of America

Buyer/Borrower:

Customer Reference No.
File No. 360169AM



101 W Fifth Ave., Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Title Officer

Hannah Hall
101 W Fifth Ave.
Ellensburg, WA 98926
hannah.hall@amerititle.com
(509)925-1477

Email escrow closing documents to:

Customer Reference No.
File No. 360169AM



101 W Fifth Ave., Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

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.



**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
CHICAGO 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 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, Chicago Title Insurance Company, a Florida 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 **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- (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; [and]
- (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.

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- (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.
- (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.

CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: **AmeriTitle, LLC**

By:

(Signature)
 ATTEST President
(Signature) Secretary

Countersigned: *(Signature)*
 Authorized Signatory

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Transaction Identification Data for reference only:

Issuing Agent: AmeriTitle, LLC

Issuing Office: 101 W Fifth Ave. Ellensburg, WA 98926

Customer Reference No.:

Issuing Office File Number: 360169AM

Property Address: NKA Umptanum Rd, Ellensburg, WA 98926

SCHEDULE A

1. Commitment date: **June 7, 2022 at 7:30 A.M.**

2. Policy to be issued:

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

Rate:

Proposed Policy Amount:

Premium:

\$0.00

Proposed Insured:

(b) 2006 ALTA Loan Policy Standard Coverage Extended Coverage

Rate:

Proposed Policy Amount:

Premium:

\$0.00

Endorsements:

Proposed Insured:

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:

United States of America



5. The Land is described as follows:

Lots 5, 6, 7, 10, 11 and 12 of Survey filed April 29, 2002, Book 27 of Surveys, pages 148 and 149, Auditor's File No. 200204290002, portion of Sections 10, 11 and 14, Township 17 North, Range 18 East, W.M., County of Kittitas, State of Washington.

AND

Lots 3-R, 4-R, 8-R and 9-R of Survey filed February 18, 2021, Book 43 of Surveys, pages 138 through 143, Auditor's File No. 202102180060, portion of Sections 11 and 14, Township 17 North, Range 18 East, W.M., County of Kittitas, State of Washington.

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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: Lots 5-7, 10-12, Svy 27/148-14; AND Lots 3-R, 4-R, 8-R and 9-R, Svy 43/138-143, all being ptns Sections 10, 11 & 14, Township 17N, Range 18E, 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.



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:
NKA Umptanum Rd, 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.

10. Intentionally deleted.

11. 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: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17146
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 2 (Being a portion of Lot 3-R)
Taxes as shown herein include the following exemption(s): Governmental

12. Tax Year: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17147
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 3 (Being a portion of Lot 3-R)
Taxes as shown herein include the following exemption(s): Governmental

13. Tax Year: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17148
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 4 (Being Lot 4R and other land)
Taxes as shown herein include the following exemption(s): Governmental

14. Tax Year: 2022

Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17149
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 5
Taxes as shown herein include the following exemption(s): Governmental

15. Tax Year: 2022

Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17150
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 6
Taxes as shown herein include the following exemption(s): Governmental

16. Tax Year: 2022

Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17151
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 7
Taxes as shown herein include the following exemption(s): Governmental

- 17. Tax Year: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17152
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 8 (Being a portion of Lot 8-R)
Taxes as shown herein include the following exemption(s): Governmental
- 18. Tax Year: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17153
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 9 (Being a portion of Lot 9-R)
Taxes as shown herein include the following exemption(s): Governmental
- 19. Tax Year: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17154
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 10
Taxes as shown herein include the following exemption(s): Governmental



20. Tax Year: 2022

Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17155
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 11
Taxes as shown herein include the following exemption(s): Governmental

21. Tax Year: 2022

Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17156
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 12
Taxes as shown herein include the following exemption(s): Governmental

22. Tax Year: 2022

Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 218733
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 13 (Being a portion of Lot 9-R)
Taxes as shown herein include the following exemption(s): Governmental



23. Tax Year: 2022
Tax Type: County
Total Annual Tax: \$0.00
Tax ID #: 17157
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2022
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2022
Affects: Lot 14 (Being a portion of Lot 8-R)
Taxes as shown herein include the following exemption(s): Governmental
24. Intentionally deleted.
25. Intentionally deleted.
26. Intentionally deleted.
27. Intentionally deleted.
28. Intentionally deleted.
29. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
30. Notice of possible (present and future) tap or connection charges levied, or to be levied, by the City of Ellensburg, notice of which is given by instrument recorded February 3, 1978, under Kittitas County Auditor's File No. 420037.
31. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Irrigation Canal
Recorded: January 8, 1903
Book 6 of Deeds, Page 385
Affects: A strip of land 50 feet in width across the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of said Section 14.
32. A right of way 20 feet in width for a canal across the Northeast Quarter of the Northwest Quarter of said Section 14, Township 17 North, Range 18 East, W.M., granted to Joel Clark and others, by deed dated June 26, 1907, and recorded in Book 16 of Deeds, page 247.
33. Right of way of Klein, Castle, Cobla and Hagle Ditch as disclosed by agreement dated November 2, 1911, by and between Katharina Murray and William F. Doughty and Leota Doughty, husband and wife, as recorded January 25, 1912 under in Book 23 of Deeds, Page 4487, under Auditor's File No. 31481, affecting the East Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of said Section 11.
34. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Operating and maintaining a power and irrigation ditch and a roadway within said strip of land, together with the right of ingress to and egress from said ditch
Recorded: April 26, 1921
Instrument No.: 62311
Book 37, Page 45
Affects: A strip of land 60 feet in width and additional portion for access to said ditch, over and across the South Half of said Section 11



35. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: United States of America
Purpose: Transmission line
Recorded: March 22, 1941 and April 3, 1941
Instrument No.: 160025 and 160328
Affects: A strip of land 100 feet in width, the boundaries of said strip lying 50 feet on either side of and parallel to the survey line of the Midway-Ellensburg, Transmission Line as now located and staked on the ground over, across and upon the above property. The location of said survey line is particularly described as follows: Beginning at Survey Station 1061+34.16, a point on the South line of said Section 11, said point being South 89°52'20" East along said South line a distance of 742.26 feet from the Southwest corner of said Section 11; thence North 28°33'30" East, a distance of 960.75 feet to Survey Station 1070+94.91; thence North 0°57'07" West a distance of 4,420.09 feet to Survey Station 1,115+15.00; thence North 29°02'14" West, a distance of 83.66 feet to Survey Station 1,115+98.66, a point on the North line of said Section 11, said point being South 89°29'40" East, along said North line a distance of 1,203.18 feet from the Northwest corner of said Section 11.
36. Condemnation by the State of Washington of all existing, future or potential common law or statutory abutters' rights or easements of access to, from and between said land and the abutting land of all parties having interests in said land: by decree entered in The District Court of the United States for the Eastern District of Washington, Southern Division Civil No. 2264, constructive notice of which is hereby given by Lis Pendens filed October 20, 1966 in Book 6, Page 114, under Auditor's File No. 333590;
Affects: That portion of said premises lying within the South Half of said Section 11 lying South of and adjoining I-90
37. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The State of Washington
Purpose: Irrigation facilities
Recorded: June 27, 1967
Instrument No.: 339651
Affects: A portion of said premises
38. Agreement and the terms and conditions contained therein
Between: Schaake Packing Company, Inc.
And: City of Ellensburg
Recorded: December 13, 1967
Instrument No.: 343656
39. Intentionally deleted.
40. Intentionally deleted.
41. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: April 29, 2002
Book: 27 of Surveys Page: 148 and 149
Instrument No.: 200204290001
Matters shown:
a) Note #4 - An approved access permit will be required from the Department of Public Works prior to creating any new driveway access or performing work within the county road right-of-way;
b) Note #5 - The costs of constructing, maintaining and snow removal for all roads, streets, accesses and alleys within this plat shall be the obligation of all of the owners of the lots of the plat and of any additional lots that may be served by these roads, streets, and alleys.

42. Right of way for the Doughty and Tjossem irrigation ditches.
43. Right-of-way for Schaake Road along the Northeast boundary of said premises and right-of-way for Damman Road along the Northwesterly boundary of said premises.
44. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Yakima River, if it is navigable.
45. Any question of location, boundary or area related to the Yakima River, including, but not limited to, any past or future changes in it.
46. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Wilson Creek, if it is navigable.
47. Any question of location, boundary or area related to the Wilson Creek, including, but not limited to, any past or future changes in it.
48. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
49. Notwithstanding Paragraph 4 of the covered risks of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right of access to and from the Land.
50. Agreement and the terms and conditions contained therein
Between: United States of America
And: City of Ellensburg
Purpose: Term Confirmation Deed: Exercise of 1890 Right of Way
Recorded: August 12, 2020
Instrument No.: 202008120054
51. Agreement and the terms and conditions contained therein
Between: United States of America
And: City of Ellensburg
Purpose: Land Exchange Agreement
Recorded: August 12, 2020
Instrument No.: 202008120055
52. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Prepared by: Pacific Geomatic Services, Inc.
Recorded: September 11, 2020
Book: 43 of Surveys Page: 26 and 27
Instrument No.: 202009110005
Matters shown:
 - a) Location of Tjossem ditch
 - b) Notes thereon

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

Job No.: BL-20-00030

Recorded: February 18, 2021

Book: 43 of Surveys Pages: 138 through 143

Instrument No.: 202102180060

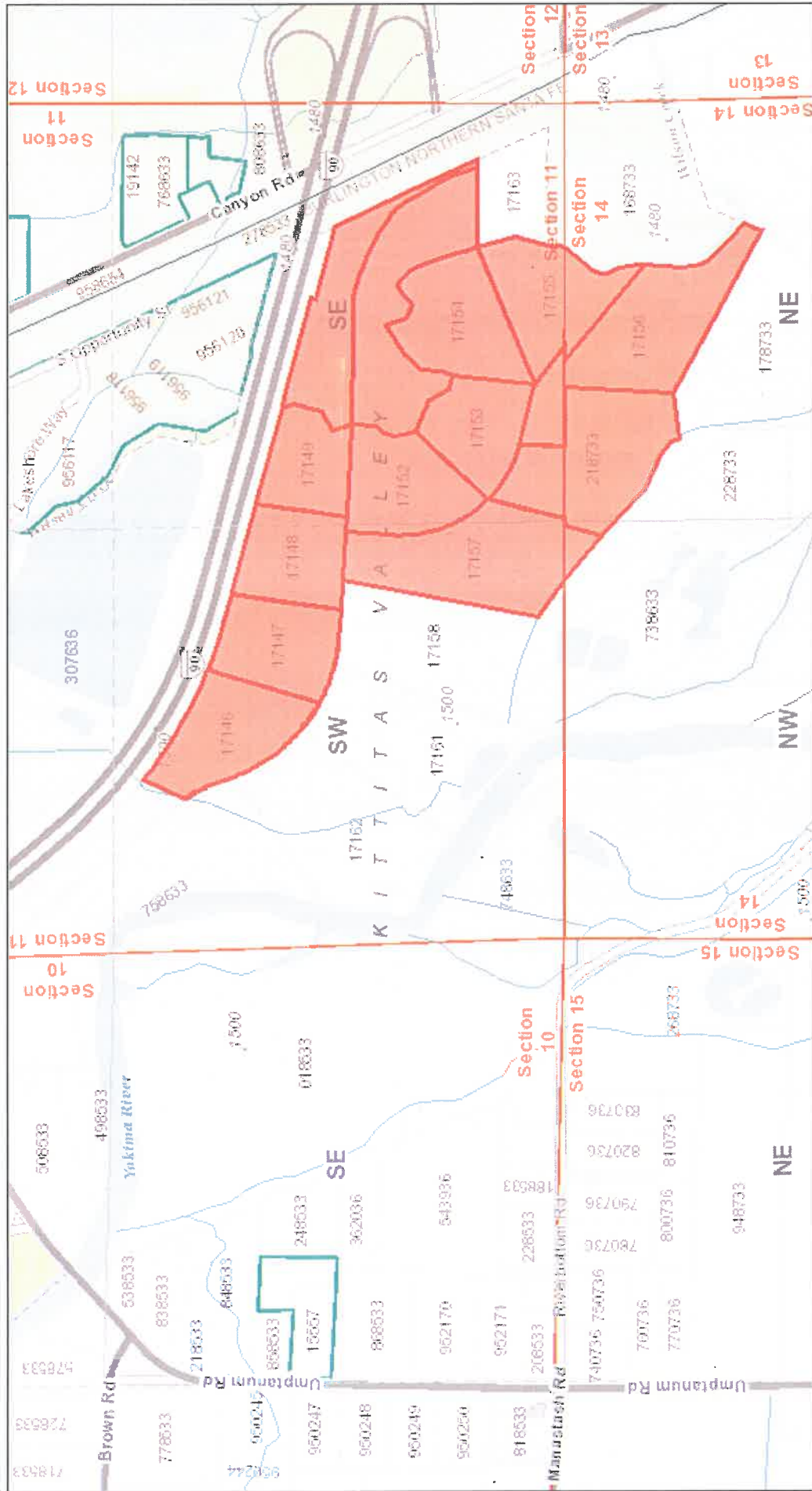
Matters shown:

- a) Notes thereon
- b) Survey Narrative thereon
- c) Existing 12' gravel access road
- d) Proposed KPU D Access and powerline easement
- e) 20.00' foot access easement to 3-R
- f) All other easements thereon

END OF SCHEDULE B

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

USA Lots 1-14



1 inch = 1,241 feet

Relative Scale 1:14,888

Date: 4/9/2020

Disclaimer:

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