



COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Northwest Title, LLC, dba NexTitle

Issuing Office: NexTitle Washington

Issuing Office's ALTA® Registry ID: WA1000

Loan ID Number:

Commitment Number: NXWA-0537502

Issuing Office File Number: NXWA-0537502

Property Address: 1250 Dudley Road, Thorp, WA 98946

Revision Number: Revision No.: 3

SCHEDULE A

1. Commitment Date: December 13, 2023 8:00AM

2. Policy to be issued:

Owner's Policy: ALTA Owner's Policy (07-01-21)

Policy Amount

Premium: \$ 0.00

Tax: \$ 0.00

Total: \$0.00

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below.

Loan Policy: ALTA Extended Loan Policy (07-01-2021)

Policy Amount

Premium: \$ 0.00

Tax: \$ 0.00

Total: \$0.00

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a).

3. The estate or interest in the Land at the Commitment Date is:
FEE SIMPLE

4. The Title is, at the Commitment Date, vested in: *1250 Dudley, LLC a Colorado limited liability company* and, as disclosed in the Public Records, has been since *May 9, 2022*.

5. The Land is described as follows:
See attached Exhibit A

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COMMITMENT FOR TITLE INSURANCE

Issued By

Westcor Title Insurance Company

SCHEDULE A (Continued)

Issued By:

Northwest Title, LLC, dba NexTitle

206 W. 1st Avenue, Suite B

Ellensburg, WA 98926



Mary O'Donnell

President
Patricia H. Power

Secretary

COUNTERSIGNED: David Fennell
Authorized Officer or Agent

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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. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under the commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under the commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. Matters relating to the questions of survey, rights of parties in possession, and unrecorded lien rights for labor and material, if any, the disposition of which will be furnished by supplemental report.

Note: Please advise the company at least five days prior to closing so that we may inspect the land to determine and report the current status of the above noted matters.

Please also note: We will require further documentation as needed if we find that lien priority has been broken.

8. LLC Agreement

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. Easements, liens, encumbrances, or claims thereof which are not shown by the public records.
3. Any encroachment, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore, or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records; proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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 for value of record for value the estate or interest or mortgage thereon covered by the Commitment.

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SCHEDULE B, PART II – Exceptions (Continued)

9. Real Estate Excise Tax pursuant to the authority of RCW Chapter 82.45 and subsequent amendments thereto.

As of the date herein, the local tax rate for said property is 0.25% together with the graduated state tax rate calculated as follows:

Up to \$500,000	1.1%
\$500,000.01 - \$1,500,000	1.28%
\$1,500,000.01 to \$3,000,000	2.75%
Above \$3,000,000.01	3.0%

10. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [12389](#), Year: 2023, Billed: \$52.90, Paid: \$63.43, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$150,000.00
Improvements: \$0.00
Total: \$150,000.00
Taxable: \$5,820.00

Affects Parcel A

11. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [347934](#), Year: 2023, Billed: \$1,216.34, Paid: \$1,238.50, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$390,450.00
Improvements: \$85,680.00
Total: \$476,130.00
Taxable: 152,540.00

Affects Parcel B

12. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [357934](#), Year: 2023, Billed: \$71.62, Paid: \$82.34, Balance: \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$119,040.00
Improvements: \$0.00
Total: \$119,040.00
Taxable: \$8,340.00

Affects Parcel C

13. Irrigation District assessment for the year 2023, Parcel No.: [357934](#), Billed: \$595.70, Paid: \$611.66, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County

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SCHEDULE B, PART II - Exceptions (Continued)

Treasurer at (509) 962-7535.

Affects Parcel C

14. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [397934](#), Year: 2023, Billed: \$248.35, Paid: \$260.83, Balance: \$0.00. The current levy code is 11. The current use code is 83

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$183,540.00
Improvements: \$13,660.00
Total: \$197,200.00
Taxable: 30,540.00

Affects Parcel D

15. Irrigation District assessment for the year 2023, Parcel No.: [397934](#), Billed: \$1,759.10, Paid: \$1,786.69, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel D

16. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [407934](#), Year: 2023, Billed: \$4,450.55, Paid: \$4,493.93, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$117,400.00
Improvements: \$558,330.00
Total: \$675,730.00
Taxable: \$563,610.00

Affects Parcel E

17. Communication assessment for the year 2023, Parcel No.: [407934](#), Billed: \$35.00, Paid: \$37.00, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel E

18. Irrigation District assessment for the year 2023, Parcel No.: [407934](#), Billed: \$567.00, Paid: \$582.67, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel E

19. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [417934](#), Year: 2023, Billed: \$92.21, Paid: \$103.13, Balance \$0.00. The current levy code is 11. The current use code is 83.

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SCHEDULE B, PART II - Exceptions (Continued)

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$131,760.00
Improvements: \$0.00
Total: \$131,760.00
Taxable: \$10,910.00

Affects Parcel F

20. Irrigation District assessment for the year 2023, Parcel No.: [417934](#), Billed: \$3,205.30, Paid: \$3,247.35, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel F

21. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [427934](#), Year: 2023, Billed: \$110.41, Paid: \$121.51, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$109,000.00
Improvements: \$7,870.00
Total: \$116,870.00
Taxable: \$13,290.00

Affects Parcel G

22. Irrigation District assessment for the year 2023, Parcel No.: [427934](#), Billed: \$420.00, Paid: \$434.20, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel G

23. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [447934](#), Year: 2023, Billed: \$34.84, Paid: \$45.19, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$180,300.00
Improvements: \$0.00
Total: \$180,300.00
Taxable: \$3,290.00

Affects Parcel H

24. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [548436](#), Year: 2023, Billed: \$5.22, Paid: \$15.27, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

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SCHEDULE B, PART II - Exceptions (Continued)

Land: \$1,100.00
Improvements: \$0.00
Total: \$1,100.00
Taxable: \$20.00

Affects Parcel I

25. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [868336](#), Year: 2023, Billed: \$4,191.03, Paid: \$4,232.46, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: 288,500.00
Improvements: \$325,700.00
Total: \$614,200.00
Taxable: \$530,550.00

Affects Parcel J

26. Communication assessment for the year 2023, Parcel No.: [868336](#), Billed: \$35.00, Paid: \$37.00, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel J

27. Irrigation District assessment for the year 2023, Parcel No.: [868336](#), Billed: \$994.70, Paid: \$1,014.65, Balance: \$0.00. For further information, including exact amounts owing, please contact the Kittitas County Treasurer at (509) 962-7535.

Affects Parcel J

28. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [067834](#), Year: 2023, Billed: \$379.72, Paid: \$393.52, Balance \$0.00. The current levy code is 11. The current use code is 83.

The Kittitas County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$243,060.00
Improvements: \$39,030.00
Total: \$282,090.00
Taxable: 43,920.00

Affects Parcel K

29. The lands described herein have been classified as Open Space Land/Farm and Agricultural Land/Timber Land as disclosed by notice recorded under Recording No. [580264](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a notice of compliance form attached to the Excise Tax Affidavit.

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SCHEDULE B, PART II - Exceptions (Continued)

30. An amendatory contract and the terms and conditions thereof, between the United States of America and the Kittitas Reclamation District, dated January 20, 1949, and recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267.
31. Possibility of assessment charges levied by the Kittitas Reclamation District, constructive notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267. Please call Kittitas Reclamation District at (509) 925-6158 to obtain assessment information and amounts.
32. Reservations and exceptions expressed in conveyance. Grantor: Northern Pacific Railway Company, Recording No.: [Book E of Deeds, Page 397 As follows](#). Excepting and reserving unto the grantor, its successors and assigns, forever, all coal or iron upon or in said land; together with the use of such of the surface as may be necessary for exploring for and mining or otherwise extracting and carrying away the same; but the grantor, its successors and assigns, shall pay to the present legal owner or to their heirs, successors or assigns, the market value at the time mining operations are commenced of such portion of the surface as may be used for such operations or injured thereby including any improvements thereon.
33. Easement and the terms and conditions thereof, Purpose: Easement; Area affected: Portion of said land; Recorded March 4, 1920; Recording No.: [54801](#).
34. Easement and the terms and conditions thereof, Purpose: Ingress, egress and utilities; Area affected: Portion of said land; Recorded May 12, 1976; Recording No.: [404669](#).
35. Easement and the terms and conditions thereof: Grantee: Puget Sound Power & Light company, a Washington corporation, Purpose: Electric transmission and distribution line, Area affected: Portion of said land, Recorded: April 1, 1987, under Recording No.: [503400](#).
36. Easement and the terms and conditions thereof: Grantee: Puget Sound Power & Light company, a Washington corporation, Purpose: Electric transmission and distribution line, Area affected: Portion of said land, Recorded: April 1, 1987, under Recording No.: [503401](#).
37. Certificate of Adjudicated Water Right and the terms and conditions thereof imposed by instrument Recorded: July 24, 2019, under Recording No. [201907240006](#).
38. Survey and the terms and conditions thereof, Recorded: July 30, 1997, under Recording No. [199707300027](#).
39. Survey and the terms and conditions thereof, Recorded: August 2, 2023, under Recording No. [202308020023](#).
40. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Yakima River.
41. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Yakima River.
42. Any Restriction on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.
43. Rights and Easement of the public for commerce, navigation, recreation and fisheries.
44. Any Restriction on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.
45. Location of the lateral boundaries of second class tidelands and shorelands.

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SCHEDULE B, PART II - Exceptions (Continued)

46. Deed of Trust and the terms and conditions thereof. Grantor: WHSC, LLC, a Washington limited liability company, Trustee: Kittitas Title and Escrow, LLC, Beneficiary: Paul M. Defaccio, a married individual, as his separate estate, Original Amount: \$1,875,000.00, Dated: March 23, 2016, Recorded: March 25, 2016 under Recording No.: [201603250045](#).

We find no reconveyance or release of record for this item. However, we have reason to believe that it may have been paid in a subsequent transaction.

47. Deed of Trust and the terms and conditions thereof. Grantor: WHSC, LLC, a Washington limited liability company, Trustee: Kittitas Title and Escrow, LLC, Beneficiary: Michael T. Defaccio and Mark A. Defaccio, Co-Trustees of the Paul M. DeFaccio and Dianne I. DeFaccio Irrevocable Trust, Original Amount: \$300,000.00, Dated: March 23, 2016, Recorded: March 25, 2016 under Recording No.: [201603250047](#).

We find no reconveyance or release of record for this item. However, we have reason to believe that it may have been paid in a subsequent transaction.

48. We are informed that 1250 Dudley, LLC is a Limited Liability Company (LLC). A copy of the duplicate original of the filed LLC Certificate of Formation, the LLC Agreement, and all subsequent modifications or amendments must be submitted to the company for review.
49. Any conveyance or mortgage by 1250 Dudley, LLC, a Limited Liability Company (LLC), must be executed by all the members, or evidence submitted that certain designated members or managers have been authorized to act for the limited liability company.
50. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (homestead statute) if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse or domestic partner, individually, or by an attorney-in-fact. In the event the company receives instruments that are not joined by the non-owning spouse or domestic partner with possible homestead rights, the company may be unable to record or to insure the transaction.
51. Matters relating to the questions of survey, rights of parties in possession, and unrecorded lien rights for labor and material, if any, the disposition of which will be furnished by supplemental report.

Note: Please advise the company at least five days prior to closing so that we may inspect the land to determine and report the current status of the above noted matters.

Please also note: We will require further documentation as needed if we find that lien priority has been broken.

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SCHEDULE B, PART II – Exceptions (Continued)

Informational Notes

1. Title will be vested in parties yet to be disclosed.
2. In the past 36 months, there have been four conveyances of record for the property described in Schedule A herein. Title was acquired by 1250 Dudley, LLC a Colorado limited liability company by deed recorded on May 9, 2022 under Recording No. [202205090035](#) and [202205090048](#).

Title was acquired by Spoon Full Farm Properties LLC, a Washington limited liability company by deed recorded on November 19, 2019 under Recording No. [201911190056](#) and [201911190057](#).

3. The company has been asked to issue simultaneous policies without disclosure of the liability amounts. This commitment shall be effective only when the amounts of the owners and lenders policies committed for has been inserted in Schedule A hereof. The forthcoming owners policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner. The company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
4. Based on information provided to the company, on the date of this Commitment it appears that there is located on the land:
Property type: Agricultural Land
Known as: 1250 Dudley Road, Thorp, WA 98946
5. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04.
PTNS OF STR: 33-19N-17E, W.M., KITTITAS CO., WA
Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.
6. The company requires the proposed insured to verify that the land covered by this commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
7. In the event that the commitment jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The commitment jacket is available for inspection at any company office.
8. In the event this transaction does not close with NexTitle, or this commitment is canceled, a fee of up to \$250.00, plus sales tax will be charged if applicable.
9. When sending documents for recording, please send to the following address:

1206 N Dolarway Rd, Suite 114, Ellensburg, WA 98926 Attn: Recording

If they must record the same day, please contact the title unit for special delivery requirements.

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EXHIBIT A

The Land is described as follows:

PARCEL A

PARCEL A OF THAT CERTAIN SURVEY RECORDED JULY 30, 1997, IN BOOK 22 OF SURVEYS, PAGE 221, UNDER AUDITOR'S FILE NO. 199707300027, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL B

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33, AND RUNNING THENCE NORTH ON THE MIDSECTION LINE 315.0 FEET; THENCE EAST 1,292.9 FEET TO THE RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY;

THENCE SOUTH 55°27' EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 555.4 FEET, TO A POST ON THE SIXTEENTH LINE; AND THENCE WEST 1,750.4 FEET ALONG SAID SIXTEENTH LINE TO THE POINT OF BEGINNING;

AND

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON;

EXCEPTING FROM ALL OF THE ABOVE THAT PORTION WHICH LIES NORTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY AS THE SAME PASSES THROUGH SAID TRACTS.

PARCEL C

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING SOUTHWESTERLY OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY; EXCEPT THE NORTH 630 FEET AND THE SOUTH 315 FEET THEREOF

PARCEL D

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF THE YAKIMA RIVER AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THAT LIES NORTH AND EAST OF THE YAKIMA RIVER; ALL IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL E

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION,

THENCE NORTH 90°00'00" EAST A DISTANCE OF 1,866.76 FEET,

THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1,039.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°58'24" WEST A DISTANCE OF 300.67 FEET;

THENCE SOUTH 69°33'37" WEST A DISTANCE OF 277.77 FEET MORE OR LESS, TO THE WEST 1/16 LINE;

THENCE NORTH ALONG SAID 1/16 LINE A DISTANCE OF 395.98 FEET MORE OF LESS,

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EXHIBIT A (Continued)

THENCE SOUTH 89°58'24" EAST A DISTANCE OF 560.95 FEET MORE OR LESS, TO A POINT THAT IS NORTH 00°01'36" EAST A DISTANCE OF 298.98 FEET FROM THE TRUE POINT OF BEGINNING, AND THENCE SOUTH 00°01'36" WEST A DISTANCE OF 298.98 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL F

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER
EXCEPT THE NORTH 630 FEET THEREOF
AND EXCEPT

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION,
THENCE NORTH 90°00'00" EAST A DISTANCE OF 1,866.76 FEET,
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1,039.78 FEET TO THE TRUE POINT OF BEGINNING,
THENCE SOUTH 00°01'36" WEST A DISTANCE OF 300.00 FEET,
THENCE SOUTH 89°58'24" EAST A DISTANCE OF 436.34 FEET,
THENCE NORTH 00°01'36" EAST A DISTANCE OF 598.98 FEET;
THENCE NORTH 89°58'24" WEST A DISTANCE OF 436.34 FEET,
THENCE SOUTH 00°01'36" WEST A DISTANCE OF 298.98 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION,
THENCE NORTH 90°00'00" EAST A DISTANCE OF 1,866.76 FEET,
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1,039.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°58'24" WEST A DISTANCE OF 300.67 FEET;
THENCE SOUTH 69°33'37" WEST A DISTANCE OF 277.77 FEET MORE OR LESS, TO THE WEST 1/16 LINE;
THENCE NORTH ALONG SAID 1/16 LINE A DISTANCE OF 395.98 FEET MORE OR LESS,
THENCE SOUTH 89°58'24" EAST A DISTANCE OF 560.95 FEET MORE OR LESS, TO A POINT THAT IS
NORTH 00°01'36" EAST A DISTANCE OF 298.98 FEET FROM THE TRUE POINT OF BEGINNING, AND
THENCE SOUTH 00°01'36" WEST A DISTANCE OF 298.98 FEET TO THE TRUE POINT OF BEGINNING.
ALL IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE
OF WASHINGTON.

PARCEL G

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON,
LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION,
THENCE NORTH 90°00'00" EAST A DISTANCE OF 1,866.76 FEET,
THENCE SOUTH 00°00'00" EAST A DISTANCE OF 1,039.78 FEET TO THE TRUE POINT OF BEGINNING,
THENCE SOUTH 00°01'36" WEST A DISTANCE OF 300.00 FEET,
THENCE SOUTH 89°58'24" EAST A DISTANCE OF 436.34 FEET,
THENCE NORTH 00°01'36" EAST A DISTANCE OF 598.96 FEET;
THENCE NORTH 89°58'24" WEST A DISTANCE OF 436.34 FEET,
THENCE SOUTH 00°01'36" WEST A DISTANCE OF 298.98 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL H

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 17
EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTH AND EAST OF THE
YAKIMA RIVER;

EXCEPT PARCEL A OF THAT CERTAIN SURVEY RECORDED JULY 30, 1997, IN BOOK 22 OF SURVEYS,
PAGE 221, UNDER AUDITOR'S FILE NO. 199707300027, RECORDS OF KITTITAS COUNTY, STATE OF
WASHINGTON; BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 19
NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

PARCEL I

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EXHIBIT A (Continued)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTHERLY OF THE YAKIMA RIVER.

PARCEL J

THE NORTH 630 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING EAST OF THE YAKIMA RIVER.

AND

THAT PORTION OF THE NORTH 630 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTHWESTERLY OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY.

AND THE NORTH 630 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER.

EXCEPT ANY PORTION THEREOF WHICH MAY BY LYING NORTHERLY OF THE SOUTHERLY OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY.

ALL IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

PARCEL K

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 19 NORTH, RANGE 17 EAST, W.M., COUNTY OF KITTITAS, STATE OF WASHINGTON, AS SHOWN AND DESCRIBED ON THE RECORD OF SURVEY DRAWING PREPARED BY WESTERN PACIFIC ENGINEERING, INC., DATED JULY 1987, AND AS DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON PIN WITH SURVEYOR'S CAP MONUMENT SET TO MARK THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, SAID POINT BEARS SOUTH 89°06'49" WEST ON THE SOUTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION A DISTANCE OF 2615.20 FEET FROM A FOUND 2 INCH IRON PIPE MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, SAID POINT ALSO BEARS SOUTH 89°06'41" EAST ON THE SOUTHERLY BOUNDARY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 2608.24 FEET FROM A FOUND 1 1/2 INCH IRON PIN MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 89°06'41" WEST ON THE SOUTHERLY BOUNDARY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 168.62 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY LINE OF THE BURLINGTON NORTHERN RAILROAD COMPANY (FORMERLY KNOWN AS NORTHERN PACIFIC RAILWAY COMPANY) AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°06'41" WEST ON THE SOUTHERLY BOUNDARY LINE OF THE SOUTHWESTERLY QUARTER OF SAID SECTION A DISTANCE OF 1148.59 FEET TO THE HIGHWATER MARK OF THE YAKIMA RIVER;

THENCE NORTHEASTERLY ON THE HIGHWATER MARK OF SAID RIVER TO THE SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY LINE OF SAID RAILROAD, SAID POINT BEARS NORTH 24°36'55" EAST A DISTANCE OF 1166.97 FEET FROM THE AFOREMENTIONED COURSE;

THENCE SOUTHEASTERLY ON SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY LINE OF SAID RAILROAD ON A 1144.45 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST AN ARC DISTANCE OF 978.55 FEET TO A POINT THAT IS SOUTHWESTERLY OF THE RAILROAD ENGINEER'S CENTERLINE STATION S.C. 75+93.0, SAID LINE BEING CONCENTRIC WITH AND 200.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF SAID RAILROAD THE LONG CHORD OF SAID CURVE BEING SOUTH 23°38'36" EAST A DISTANCE OF 949.01 FEET;

THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY LINE OF SAID RAILROAD TO A POINT 200.00 FEET SOUTHWESTERLY OF THE RAILROAD ENGINEER'S CENTERLINE STATION T.S. 73+50, SAID POINT BEARS SOUTH 52°43'18" EAST A DISTANCE OF 271.16 FEET FROM THE AFOREMENTIONED COURSE;

THENCE SOUTH 55°38'19" EAST ON THE SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY LINE OF SAID RAILROAD A DISTANCE OF 79.98 FEET TO THE POINT OF BEGINNING, SAID LINE BEING PARALLEL WITH AN 200.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF SAID RAILROAD.

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EXHIBIT A (Continued)

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF THE BURLINGTON NORTHERN RAILROAD 400 FOOT RIGHT-OF-WAY IN SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER THAT BEARS NORTH 55°30'46" WEST A DISTANCE OF 800.3 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28 AS EVIDENCED BY A 2 1/2-INCH IRON PIPE WITH 3-INCH DEA BRASS CAP;
THENCE LEAVING SAID BOUNDARY LINE SOUTH 72°41'07" WEST A DISTANCE OF 109.5 FEET;
THENCE NORTH 60°00'03" WEST A DISTANCE OF 408 FEET, MORE OR LESS, TO THE HIGHWATER MARK ON THE EASTERLY BANK OF THE YAKIMA RIVER;
THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID HIGHWATER MARK A DISTANCE OF 569 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF SAID RAILROAD RIGHT-OF-WAY;
THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY, PARALLEL WITH AND 200.00 FEET WESTERLY OF THE CENTERLINE OF SAID RAILROAD A DISTANCE OF 651 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

APN/Parcel(s): 12389, 347934, 357934, 397934, 407934, 417934, 427934, 447934, 548436, 868336, 067834

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