



503 N Pearl St., Ste 101, Ellensburg, WA 98926  
Phone: (509) 925-1477 Fax: (509) 962-8325

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**TITLE COMMITMENT ATTACHED**  
**Report No.: 6**

**Date:** September 2, 2025      **File No.:** 660108AM  
**Property:** NKA Stevens Rd, Ellensburg, WA 98926  
**Buyer/Borrower:** Black Mountain Energy Storage II LLC, LLC, a  
Texas Limited Liability Company  
**Seller:** Howard John Clerf

*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:**  
Howard John Clerf  
  
7607 27th Ave NE  
Marysville, WA 98271

**Buyer/Borrower:**  
Black Mountain Energy Storage II LLC, LLC, a  
Texas Limited Liability Company  
425 Houston St, Ste 400  
Fort Worth, TX 76102



503 N Pearl St., Ste 101, Ellensburg, WA 98926  
Phone: (509) 925-1477 Fax: (509) 962-8325

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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:**

The Baker Firm Fidelity National Title  
Erica McGuire  
4541 Bellaire Dr. S, Ste.101  
Fort Worth, TX 76109  
emcguire@fidelity-usa.com  
(817) 377-4100

**Title Officer**

Hannah Hall  
503 N Pearl St., Ste 101  
Ellensburg, WA 98926  
hannah.hall@amerititle.com  
(509) 925-1477

**Email escrow closing documents to:**

emcguire@fidelity-usa.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.



# Fidelity National Title Insurance Company

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIDELITY NATIONAL 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, Fidelity National 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 Amount of Insurance 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.

Issuing Agent: AmeriTitle, LLC

**Fidelity National Title Insurance Company**

*Hannah Hall*  
Authorized Signatory

By:   
Randy Quirk  
President

ATTEST   
Marjorie Nemzura  
Corporate Secretary

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27C170B47

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Page 1





# Fidelity National Title Insurance Company

## COMMITMENT CONDITIONS

1. DEFINITIONS
  - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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Page 2





# Fidelity National Title Insurance Company

## 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.

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Page 3





# Fidelity National Title Insurance Company

**7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.

**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.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION – INTENTIONALLY DELETED**

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Page 4



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

Issuing Agent: AmeriTitle, LLC  
Issuing Office: 503 N Pearl St., Ste 101, Ellensburg, WA 98926  
Customer Reference No.:  
Issuing Office File Number: 660108AM  
Property Address: NKA Stevens Rd, Ellensburg, WA 98926  
Commitment No.: 6

**SCHEDULE A**

1. Commitment date: **August 29, 2025 at 7:30 A.M.**

2. Policy to be issued:

(a) **2021 ALTA Owner's Policy**       **Standard Coverage**       **Extended Coverage**

**Proposed Policy Amount: \$675,000.00**  
**Premium: \$2,498.00**  
**Sales Tax: \$214.83**

**Endorsements:**

**28.1 (\$500.00)**  
**35.1-06 (\$200.00)**  
**9.2-06 (\$0.00)**  
**25-06 (\$0.00)**

**Subtotal: \$700.00**

**Endorsement Sales Tax: \$58.10**

**Proposed Insured:**

**Black Mountain Energy Storage II LLC, LLC, a Texas Limited Liability Company**

(b) **2021 ALTA Loan Policy**       **Standard Coverage**       **Extended Coverage**

**Proposed Policy Amount:**  
**Premium: \$0.00**

**Endorsements:**

**Premium:**

**Proposed Insured:**

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

**FEE SIMPLE**

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Page 5



4. The Title is, at the Commitment Date, vested in:  
**Howard John Clerf, as his sole and separate property**
5. The Land is described as follows:  
**See attached Exhibit 'A'**

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Page 6



## 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: Ptn S SW Section 14, Township 17N, Range 20E, W.M.
7. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

8. 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 ½" 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 .

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Page 7



9. Information in possession of the Company indicates that a division of Land has occurred or is contemplated in the current transaction involving the Land described in this commitment. The proposed insured should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel.
10. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of Black Mountain Energy Storage II LLC.
11. The company will require completion of an Owner's Affidavit and Indemnity by the owners of the property herein described.

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Page 8



## 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 Stevens Rd, Ellensburg, WA 98926
- E. In order to expedite recording for our clients, we E-Record whenever possible. There is an additional charge of \$5.42 per document when E-Recording.

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Page 9



## 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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

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Page 10



10. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2025  
Tax Type: County  
Total Annual Tax: \$77.40  
Tax ID #: 653936  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$38.70  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2025  
Second Installment: \$38.70  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2025

11. Lien of real estate excise sales tax upon any sale of the Land, if unpaid. Forms can be obtained on the Department of Revenue website <https://dor.wa.gov/forms-publications/forms-subject/real-estate-excise-tax-forms>.

Any questions regarding the applicability or calculation of the excise tax should be directed to the Kittitas County Treasurer <https://www.co.kittitas.wa.us/treasurer/default.aspx>.

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

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

13. 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.

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14. Condemnation of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress to, from and between said premises and the highway or highways to be constructed, by decree  
Entered: June 17, 1968  
Kittitas County Superior Court Cause No. : [16901](#)
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as condemned by Order entered June 17, 1968, in Kittitas County Superior Court Cause No. 16901:  
Granted To: The State of Washington  
Purpose: Constructing and maintaining a Channel Change  
Filed: June 17, 1968  
Case No.: [16901](#)  
Affects: A portion of said premises
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as condemned by Order entered June 17, 1968, in Kittitas County Superior Court Cause No. 16901:  
Granted To: The State of Washington  
Purpose: Constricting and maintaining access roads  
Filed: June 17, 1968  
Case No.: [16901](#)  
Affects: A portion of said premises
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as condemned by Order entered June 17, 1968, in Kittitas County Superior Court Cause No. 16901:  
Granted To: The State of Washington  
Purpose: Constructing and maintaining drainage facilities  
Filed: June 17, 1968  
Case No.: [16901](#)  
Affects: A portion of said premises
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as condemned by Order entered June 17, 1968, in Kittitas County Superior Court Cause No. 16901:  
Granted To: The State of Washington  
Purpose: Constructing irrigation facilities  
Filed: June 17, 1968  
Case No.: [16901](#)  
Affects: A portion of said premises

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Page 12



19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as condemned by Order entered June 17, 1968, in Kittitas County Superior Court Cause No. 16901:  
Granted To: The State of Washington  
Purpose: Right to enter upon the respondents remaining lands, where necessary, to remove improvements located wholly or partially upon the right-of-way of Primary State Highway No. 7 (SR 90) and Primary State Highway No. 3 (SR90, 82 Bull Road to Renslow)  
Recorded: June 17, 1968  
Instrument No.: [16901](#)  
Affects: A portion of said premises
20. Quit Claim of Mineral Rights dated April 22, 1975, recorded May 2, 1975 in Volume 60, Page 48, under Auditor's File No. [396622](#);  
Transferors: Howard F. Clerf and Vivian Clerf, husband and wife, and Howard Jean Clerf  
Transferees: Helen Jean Clerf, her heirs and assigns  
Affects: A one-half (1/2) interest in and to all oil and mineral rights in and to said premises and other lands
21. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power & Light Company, a Washington Corporation  
Purpose: Electric transmission and/or distribution systems, together with all necessary appurtenances thereto  
Recorded: August 4, 1993  
Instrument No.: [562005](#)  
Book 344, Page 2005  
Affects: A portion of the Southwest Quarter of the Southwest Quarter of said Section 14 and other land
22. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Olympic Pipe Line Company, a Corporation of Delaware, its successors and assigns  
Purpose: Pipeline  
Recorded: July 9, 1996  
Instrument No.: [199607090076](#)  
Affects: A portion of said premises
23. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Wind Ridge Power Partners, LLC, a Delaware limited liability company  
Recorded: June 3, 2005  
Instrument No.: [200506030039](#)

Amended Easement recorded April 17, 2008, under Auditor's File No. [200804170030](#)

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Page 13



24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: Utility systems  
Recorded: August 4, 2005  
Instrument No.: [200508040030](#)  
Affects: A portion of said premises
25. No Build Easement Agreement, including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Energy, Inc., a Washington Corporation  
Recorded: September 30, 2005  
Instrument No.: [200509300087](#)  
Affects: A portion of said premises and other land
26. Intentionally deleted.
27. Access Road Easement Agreement and including the terms and provisions thereof for the purposes stated therein and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Energy, Inc., a Washington Corporation  
Recorded: October 27, 2005  
Instrument No.: [200510270007](#)  
Affects: A portion of said premises
28. Wireless Communication Easement and Assignment Agreement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: T6 Unison Site Management LLC, a Delaware limited liability company  
Recorded: December 14, 2009  
Instrument No.: [200912140034](#)  
Affects: A portion of said premises
- Assignment and Assumption of Easement Agreement, between Ulysses Asset Sub II, LLC, a Delaware Limited Liability Company, fka T6 Unison Site Management LLC, a Delaware Limited Liability Company, assignor, and Global Signal Acquisitions IV LLC, a Delaware Limited Liability Company, assignee, recorded December 20, 2022 under Auditor's File No. [202212200023](#).
29. Memorandum of Master Prepaid Lease and Management Agreement, including the terms and provisions thereof,  
Recorded: June 23, 2016  
Instrument No.: [201606230028](#)  
Between: T-Mobile West LLC, a Delaware limited liability company  
And: CCTMO LLC, a Delaware limited liability company

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Page 14



30. Any uncertainty as to the location of the boundary lines of the Land herein described due to the County Tax Assessor Maps not matching the description of record.
31. A portion of the access to said premises is over Kittitas Reclamation District Lateral and therefore, access to said premises is subject to the terms, conditions, regulations and restrictions of the Kittitas Reclamation District.
32. The lack of a right of access to and from the Land as a result of the absence of an easement, public right, license or permit to cross the Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way.
33. Effect, if any, of a Memorandum of Purchase and Sale Agreement,  
From: Howard John Clerf  
To: Black Mountain Energy Storage II, LLC  
Recorded: January 16, 2025  
Instrument No.: [202501160051](#)
34. Any rights, interests or claims which may exist or arise by reason of the following matter(s) disclosed by survey,  
Job No: 20250028.0000  
Dated: March 28, 2025, updated April 17, 2025, updated June 17, 2025, last updated July 18, 2025  
Prepared by: Wesley A. Patridge, Erlandsen  
Matters shown:
  - a) Right of ways shown thereon
  - b) Notes thereon
  - c) Easements located thereon
  - d) Utility, irrigation, and communication systems in relation to boundaries
  - e) Fencelines in relation to boundaries
  - f) Built improvements in relation to irrigation canal right of way

**END OF SCHEDULE B**

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Page 15



**EXHIBIT 'A'**

File No. 660108AM

That portion of the South Half of the Southwest Quarter of Section 14, Township 17 North, Range 20 East, W.M., in the County of Kittitas, State of Washington, lying North of the North right-of-way boundary of Interstate Highway I-90 and lying West of the Westerly right-of-way boundary of Stevens County Road;

EXCEPT right-of-way of Kittitas Reclamation District;

AND EXCEPT right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, said right-of-way being a strip of land 200 feet wide crossing a portion of the Southwest Quarter of the Southwest Quarter of said Section 14.

\*\*\*SEE REQUIREMENT NO. 9\*\*\*

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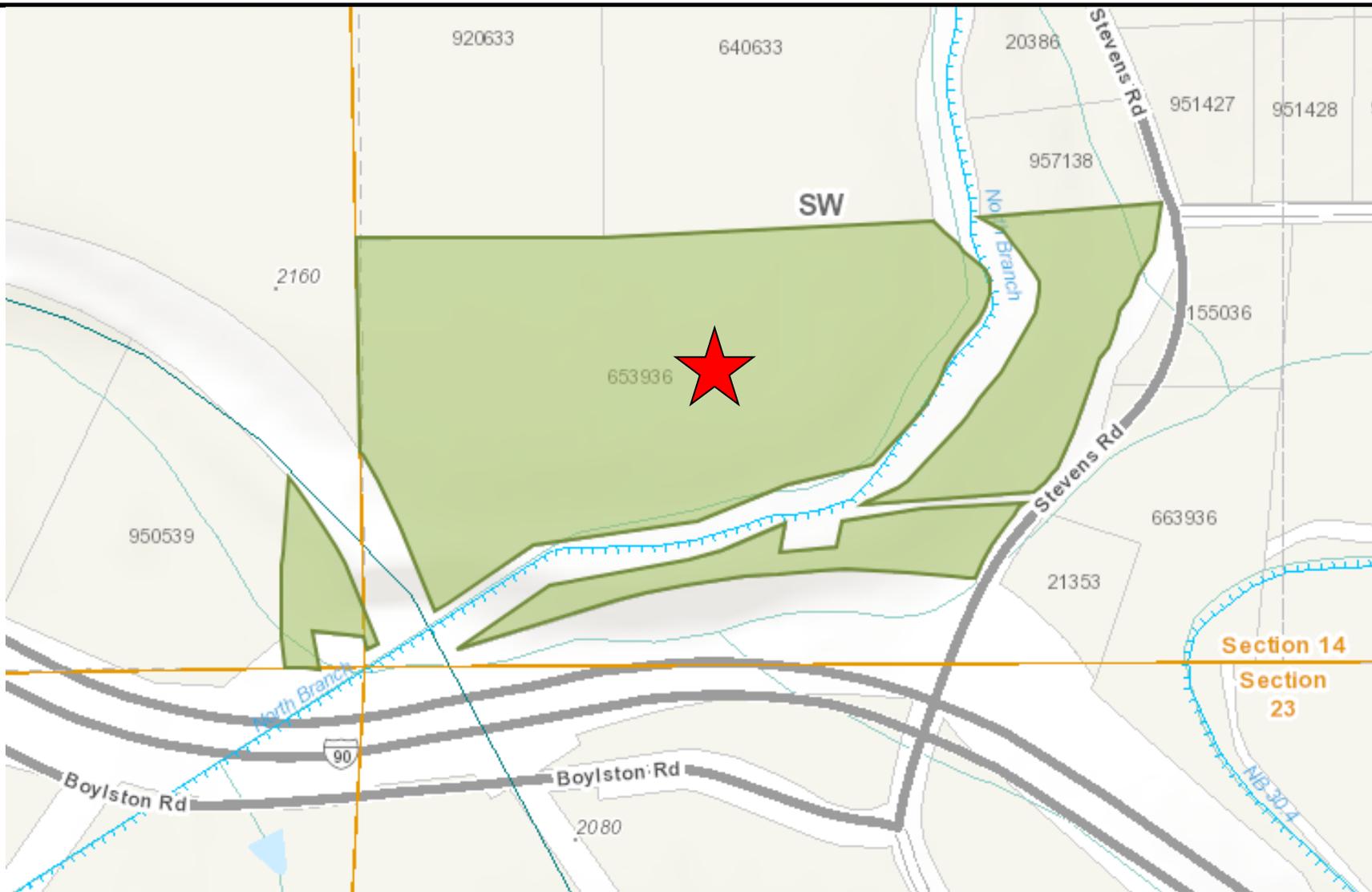
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**NKA Stevens Rd  
Ellensburg, WA 98926**

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