

# CHICAGO TITLE INSURANCE COMPANY

**Policy No. 72156-48545201**

## GUARANTEE

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, guarantees the Assured against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

PLEASE NOTE CAREFULLY THE LIABILITY EXCLUSIONS AND LIMITATIONS AND THE SPECIFIC ASSURANCES AFFORDED BY THIS GUARANTEE. IF YOU WISH ADDITIONAL LIABILITY, OR ASSURANCES OTHER THAN AS CONTAINED HEREIN, PLEASE CONTACT THE COMPANY FOR FURTHER INFORMATION AS TO THE AVAILABILITY AND COST.

Dated: June 17, 2024

Issued by:

AmeriTitle, LLC

503 N Pearl St., Ste 101

Ellensburg, WA 98926

(509) 925-1477

***Hannah Hall***

Authorized Signer

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*

CHICAGO TITLE INSURANCE COMPANY



By:

*[Signature of President]*

President

ATTEST

*[Signature of Secretary]*

Secretary

Subdivision Guarantee Policy Number: 72156-48545201

# SUBDIVISION GUARANTEE

Order No.: 638875AM

Guarantee No.: 72156-48545201

Dated: June 17, 2024

Liability: \$1,000.00

Fee: \$350.00

Extra Section Charge (x4): \$600.00

Tax: \$79.80

Your Reference: Springwood KRD Property

Assured: Cruse & Associates

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

See attached Exhibit 'A'

Title to said real property is vested in:

The Trust for Public Land, a California nonprofit public benefit corporation

**END OF SCHEDULE A**

**(SCHEDULE B)**

Order No: 638875AM  
Policy No: 72156-48545201

Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**EXCEPTIONS:**

1. 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.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. 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
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
6. 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: 2024  
Tax Type: County  
Total Annual Tax: \$3,909.46  
Tax ID #: 747734 (Affects: Tract 1)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,954.73  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$1,954.73  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$76.79  
Tax ID #: 757734 (Affects: Tract 1)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$38.40

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First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$38.39  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$1,728.96  
Tax ID #: 867734 (Affects: Tract 2)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$864.48  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$864.48  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$122.51  
Tax ID #: 228336 (Affects: Tract 2)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$61.26  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$61.25  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$176.49  
Tax ID #: 238336 (Affects: Tract 2)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$88.25  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$88.24  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$152.37  
Tax ID #: 197734 (Affects: Tract 2)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$76.19  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$76.18  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County

Total Annual Tax: \$131.16  
Tax ID #: 017834 (Affects Tract 3)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$65.58  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$65.58  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$10.51  
Tax ID #: 208336 (Affects: Tract 3)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$10.51  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment:  
Second Installment Status:  
Second Installment Due/Paid Date:

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$243.45  
Tax ID #: 287834 (Affects: Tract 4)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$121.73  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$121.73  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

Tax Year: 2024  
Tax Type: County  
Total Annual Tax: \$673.42  
Tax ID #: 937834 (Affects Tract 4)  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$336.71  
First Installment Status: Paid  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$336.71  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024

7. 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, none due and payable as of date of closing.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

8. 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.

9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee, and St. Paul Railway Company  
Recorded: July 14, 1906  
Instrument No.: 16082 and 16084  
Book 12 of Deeds, Page [591](#) and [593](#)  
Affects: Tract 2  
"Grantors further grant to said company the right to protect any cut which might be on said land by erecting on both sides thereof and within 150 feet from said centerline portable snow fences; provided, however, that such fences shall not be erected before the 15th day of October of each year and shall be removed on or before the 1st day of April of the year next ensuing their erection, and said grantors hereby release all damages and claims thereto, to all their lands, by reason of or occasioned by the location, construction, maintenance and operation of a railway over and upon premises hereby conveyed."
10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee and St. Paul Railway Company  
Recorded: October 12, 1906  
Instrument No.: 16798  
Book [14 of Deeds, Page 148](#)  
Affects: Tracts 2 and 3  
"Grantors further grant to said company the right to protect any cut which might be on said land by erecting on both sides thereof and within 150 feet from said centerline portable snow fences; provided, however, that such fences shall not be erected before the 15th day of October of each year and shall be removed on or before the 1st day of April of the year next ensuing their erection, and said grantors hereby release all damages and claims thereto, to all their lands, by reason of or occasioned by the location, construction, maintenance and operation of a railway over and upon premises hereby conveyed."
- Said easement was modified by Agreement recorded May 7, 1921 in Book: [37 of Deeds, page 65](#), under Auditor's File No. 62414.
11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee and St. Paul Railway Company  
Recorded: October 12, 1906  
Instrument No.: 16799  
Book: [14 of Deeds, Page 150](#)  
Affects: Tracts 2 and 3  
"Grantors further grant to said company the right to protect any cut which might be on said land by erecting on both sides thereof and within 150 feet from said centerline portable snow fences; provided, however, that such fences shall not be erected before the 15th day of October of each year and shall be removed on or before the 1st day of April of the year next ensuing their erection, and said grantors hereby release all damages and claims thereto, to all their lands, by reason of or occasioned by the location, construction, maintenance and operation of a railway over and upon premises hereby conveyed."
- Said easement was modified by Agreement recorded April 17, 1909 in Book [18 of Deeds, page 436](#), under Auditor's File No. 23722.
12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee and St. Paul Railway Company  
Recorded: October 12, 1906  
[Book 14 of Deeds, page 151](#)  
Affects: Tracts 2 and 3

"Grantors further grant to said company the right to protect any cut which might be on said land by erecting on both sides thereof and within 150 feet from said centerline portable snow fences; provided, however, that such fences shall not be erected before the 15th day of October of each year and shall be removed on or before the 1st day of April of the year next ensuing their erection, and said grantors hereby release all damages and claims thereto, to all their lands, by reason of or occasioned by the location, construction, maintenance and operation of a railway over and upon premises hereby conveyed."

Said easement was modified by Agreement recorded October 24, 1906 in [Book 16 of Deeds, page 94](#), under Auditor's File No. 18898.

13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee, and St. Paul Railway Company  
Purpose: Electric Transmission system  
Recorded: April 12, 1918  
Instrument No.: 48434  
[Book 32 of Deeds, Page 223](#)  
Affects: Tracts 2 and 3
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee, and St. Paul Railway Company  
Purpose: Electric transmission line  
Recorded: April 26, 1918  
Instrument No.: 48559  
[Book 32 of Deeds, Page 251](#)  
Affects: Tracts 1
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee and St. Paul Railroad Company  
Purpose: Electric transmission system  
Recorded: May 14, 1918  
Instrument No.: 47815  
[Book 32 of Deeds, page 289](#)  
Affects: Tracts 2 and 3
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee and St. Paul Railway Company  
Purpose: Electric transmission system  
Recorded: June 5, 1918  
Instrument No.: 48904  
[Book 32 of Deeds, page 325](#)  
Affects: Tracts 2 and 3
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Chicago, Milwaukee and St. Paul Railroad Company  
Purpose: Roadway  
Recorded: May 27, 1921  
Instrument No.: 62413  
[Book 37 of Deeds, page 62](#)  
Affects: Tracts 2 and 3
18. 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 Puget Power and Light Company  
Purpose: Electric Transmission and Distribution line

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Recorded: April 21, 1926  
Instrument No.: 81415  
[Book 43 of Deeds, page 280](#)  
Affects: Tract 4

"The grantor, their heirs or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the grantee, its successors and assigns, of their intention to do so."

19. 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 Power and Light Company  
Purpose: Electric transmission and distribution line  
Recorded: May 4, 1926 and June 19, 1926  
Instrument No.: 81617 and 82275  
Book 43 of Deeds, Pages [305](#) and [427](#)  
Affects: Tract 4  
As follows:

"The grantor, her heirs or assigns, covenant and agree that she will not do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the grantee, its successors and assigns, of her intention to do so."

20. 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 and Light Company  
Purpose: Electric transmission and distribution line  
Recorded: June 19, 1926  
Instrument No.: 82278  
[Book 43 of Deeds, page 430](#)  
Affects: Tract 4

"The grantor, her heirs or assigns, covenant and agree that she will not do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the grantee, its successors and assigns, of her intention to do so."

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 and Light Company  
Purpose: Electric transmission and distribution line  
Recorded: December 3, 1929, June 4, 1930 and February 4, 1931  
Instrument No.: 98360, 100912 and 103985  
[Book 43 of Deeds, page 287](#), Book 48 of Deeds, pages [134](#) and [524](#), [Book 49 of Deeds, page 262](#)  
Affects: Tract 1

22. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Carl Plochowietz and Ora Plochowietz, husband and wife.  
Recorded: April 9, 1945  
[Book 70 of Deeds, page 19](#)  
Instrument No.: 182326  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.  
Affects: Tracts 1 and 2

23. 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 and Light Company  
Purpose: Communication systems

Recorded: August 25, 1947  
Instrument No.: 196502  
[Book 75 of Deeds, page 548](#)  
Affects: Tract 2

Said Deed contains the following provision:

"Grantors covenant that no structures shall be erected or permitted on said strip; that no inflammable materials or explosives will be used or stored within 10 feet of said strip or within 100 feet of repeater housings; and that the land on said strip will not be used in agricultural operations or otherwise to a depth greater than 12 inches."

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: Pacific Telephone and Telegraph Company  
Purpose: Communication systems, together with rights of ingress and egress  
Recorded: May 18, 1948  
Instrument No.: 201183  
[Book 78 of Deeds, page 539](#)  
Affects: Tract 4
25. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Pacific Telephone and Telegraph Company  
Purpose: Communication systems  
Recorded: May 18, 1948  
Instrument No.: 201201  
[Book 78 of Deeds, page 575](#)  
Affects: Tract 4

Said easement also contains the following:

"Grantors covenant that no structure shall be erected or permitted on said strip; that no inflammable material or explosives will be used or stored within 10 feet of said strip or within 100 feet of repeater housings; and that the land on said strip will not be used in Agricultural operations or otherwise to a depth greater than 12 inches."

26. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Pacific Telephone and Telegraph Company  
Purpose: Communication systems  
Recorded: May 18, 1948  
Instrument No.: 201202  
[Book 78 of Deeds, page 577](#)  
Affects: Tract 4

Said document also provided in part as follows:

The undersigned for himself (themselves) his (their) heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip, that no inflammable materials or explosives will be used or stored within ten (10) feet of said strip or within one hundred (100) feet of the above-mentioned repeater housings, and that the land on said strip will not be used in agricultural operations or otherwise to a depth greater than twelve (12) inches.

27. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Puget Sound Power and Light Company  
Purpose: Electric line

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Recorded: August 28, 1964  
Instrument No.: 315085  
[Book 116 of Deeds, page 277](#)  
Affects: Tract 2

28. Waiver Agreement, including the terms and conditions thereof  
First Party: Kittitas Reclamation District  
Second Party: Earl H. Paulson and Frances Paulson, husband and wife  
Purpose: Change point of delivery of water and waiver.  
Dated: October 5, 1965  
Recorded: October 5, 1965, in [Volume 120, page 414](#)  
Auditor's File No.: 324693  
Affects: Tracts 2 and 3
29. 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 and Light Company  
Purpose: Telephone and Telegraph lines  
Recorded: January 24, 1974  
Instrument No.: [387497](#)  
Affects: Tract 4

Said easement contains the following:

- A. Covenant against digging near cable which would in any manner disturb solidity or unearth any portion thereof.  
B. Covenant against any blasting or discharge of any explosives with 300 feet of said lines.  
C. Right of free ingress to and egress from said property for purposes of constructing, reconstructing, operating, inspecting, maintaining or removing said lines, cables and appurtenances.  
D. Covenants that no structure will be erected or permitted within 300 feet of said line.
30. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Purpose: To install telephone line  
Recorded: June 7, 1974  
Instrument No.: [390219](#)  
Affects: Tract 1
31. Agreement and the terms and conditions contained therein  
Between: Kittitas Reclamation District  
And: Stuart C. Anderson and Helen Ranta, a partnership  
Purpose: Maintenance, upkeep and operation of a pipeline  
Recorded: May 2, 1979  
Instrument No.: [432099](#)  
Affects: Tracts 2 and 3
32. 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 and Light Company  
Purpose: Right of way, together with ingress and egress, and electric transmission and/or distribution lines  
Recorded: April 28, 1982  
Instrument No.: [461050](#)  
Affects: Tract 4
33. Agreement, and the terms and conditions thereof, dated November 18, 1983, by and between Kittitas County Fire Protection District No. 1 and Black Angus Cattle Company. Said agreement recorded December 15, 1983 under Auditor's File No. [475853](#). Said agreement provides for the installation, operation and maintenance of a mobile relay station. The exact location of the

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structure is unknown, but shall be in a non-interfering area within the confined wind turbine plat and shall be designated on an "as is" plan.

Affects: Property formerly belonging to Black Angus Cattle Company

We note that no legal description is contained on said document.

34. The provisions contained in Instrument,  
From Stuart C. Anderson, also appearing of record as Stuart T. Anderson, and Helen Ranta Anderson, husband and wife, individually and as to any interest of the marital community composed of them, and also as partners, d/b/a Ranta and Anderson, and Stuart C. Anderson as attorney in fact for Christopher Anderson Gee, formerly Christopher C. Anderson, as her separate property  
Recorded: November 16, 1987,  
Instrument No.: [509131](#)  
Book 268, page 629  
As follows:  
"Subject to the prohibition that Grantee, its heirs, successors or assigns shall not park vehicles or otherwise obstruct Grantors' property over which the easements lie."  
Affects: Portions of said premises as described in said document
35. An unrecorded lease (No. 84019) with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessor: State of Washington, Department of Natural Resources  
Lessee: Stuart C. Anderson and Helen Ranta Anderson  
Recorded: November 16, 1987  
Instrument No.: [509131](#)

Exact location is undisclosed

36. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Springwood Investment Corporation, a Washington corporation  
Purpose: Underground irrigation pipeline  
Recorded: November 16, 1987  
Instrument No.: [509131](#)  
Affects: Portions of Tract 4 as described in said document

We note that the beneficial interest of said easement may have merged with title.

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: Springwood Investment Corporation, a Washington corporation  
Purpose: Right of way  
Recorded: November 16, 1987  
Instrument No.: [509131](#)  
Affects: Portions of Tract 4 as described in said document

We note that the beneficial interest of said easement may have merged with title.

38. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:  
Granted To: Springwood Investment Corporation, a Washington Corporation  
Purpose: Ingress and egress  
Recorded: November 16, 1987  
Instrument No.: [509131](#)  
Affects: Portion of Tract 4 as described in said document

We note that the beneficial interest of said easement may have merged with title.

39. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Beatt Equipment Company, Inc..  
Recorded: July 20, 1988  
Book: 277, Page 599  
Instrument No.: [513877](#)  
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.  
Affects: Tracts 1 and 2
40. Agreement and the terms and conditions contained therein  
Between: State of Washington, Washington State Parks and Recreation Commission  
And: Springwood Ranch Corporation  
Purpose: Operating, maintaining, repairing, replacing and using four (4) existing vehicular crossings, (herein "facilities"), across, along, in, upon and under State's property as described therein  
Recorded: April 21, 1999  
Instrument No.: [199904210002](#)  
Affects: Tracts 2 and 3
41. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 16, 2008, under Kittitas County Auditor's File No. [200805160046](#).  
In favor of: AT&T Corp. and AT&T Communications – East, Inc. (formerly AT&T Communications, Inc.)  
For: The right to operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement  
Affects: A strip of land sixteen and one-half feet (16 ½') in width affecting said premises and other land  
  
Additional parcels added to said easement by Supplemental Notice filed October 19, 2009 under Auditor's File No. [200910190016](#).
42. Discrepancies between assessor's map and legal descriptions of record that may affect the acreage and boundaries, which a correct survey may disclose.  
Affects: Tracts 2, 3 and 4
43. 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.
44. Any question of location, boundary or area related to the Yakima River, including, but not limited to, any past or future changes in it.
45. 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 Unknown Lakes or Ponds, if it is navigable.
46. Any question of location, boundary or area related to the Unknown Lakes or Ponds, including, but not limited to, any past or future changes in it.
47. 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 Unknown creeks or streams, if it is navigable.
48. Any question of location, boundary or area related to the Unknown creeks or streams, including, but not limited to, any past or future changes in it.
49. 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.
50. 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.

51. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,  
Lessee: Gress Cattle Company  
Disclosed by: Purchase and Sale Agreement  
Date: August 8, 2022
52. Memorandum of Real Estate Purchase and Sale Agreement and the terms and conditions contained therein  
Between: Springwood Ranch Corporation, a Washington corporation and Springwood Investment Corporation, a Washington corporation  
And: The Trust for Public Land, a California nonprofit public benefit corporation  
Recorded: August 12, 2022  
Instrument No.: [202208120057](#)

#### **END OF EXCEPTIONS**

#### **Notes:**

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for information 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.

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: Portions of Sections 19, 20, 21, 28 and 32, all in Township 19N, 17E, W.M.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

#### **END OF GUARANTEE**

## EXHIBIT 'A'

File No. 638875AM

Tract 1 Parcel 1:

That portion of the East Half of Section 19, Township 19 North, Range 17 East, W.M., lying South of the South boundary line of the right of way of the Northern Pacific Railway Company,

EXCEPT:

1. A strip of land conveyed to the Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated July 10, 1906, recorded in [Book 12 of Deeds, page 591](#); and by deed dated May 14, 1907, recorded in [Book 16 of Deeds, page 99](#);
2. A strip of land heretofore conveyed to the Kittitas Reclamation District, by deed dated February 28, 1927, and recorded in [Book 45 of Deeds, page 193](#);
3. A strip of land 50 feet in width in the Southwest Quarter of the Northeast Quarter of said Section which is bounded by a line beginning at the intersection of the West boundary line of said Quarter of Quarter Section and the South boundary line of the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway Company as it existed January 27, 1982 and running thence Southeasterly along said boundary line 400 feet, more or less, to the cattle pass over and under said railway right of way; thence Southwesterly and at right angles to the said boundary line of said right of way 50 feet; thence Northwesterly and parallel with said boundary line of said right of way to the West boundary line of said Quarter of Quarter Section; and thence North along said boundary line of said Quarter of Quarter Section to the point of beginning.
4. Except right of way for Horlick County Road.

Located in the County of Kittitas, State of Washington.

Tract 1 Parcel 2:

A strip of land 50 feet in width in the Southwest Quarter of the Northeast Quarter of Section 19, Township 19 North, Range 17 East, W.M., which is bounded by a line beginning at the intersection of the West boundary line of said Quarter of Quarter Section and the South boundary line of the former right of way of the Chicago, Milwaukee, St. Paul, and Pacific Railway Company as it existed January 27, 1982 and running thence Southeasterly along said boundary line 400 feet, more or less, to the cattle pass over and under said railway right of way; thence Southwesterly and at right angles to the said boundary line of said right of way 50 feet; thence Northwesterly and parallel with said boundary line of said right of way to the West boundary line of said Quarter of Quarter Section; thence North along said boundary line of said Quarter of Quarter Section to the point of beginning.

Located in the County of Kittitas, State of Washington.

Tract 2 Parcel 1:

That portion of the Southwest Quarter of the Northwest Quarter which lies South of the Yakima River,  
Subdivision Guarantee Policy Number: 72156-48545201

and all of the West Half of the Southwest Quarter of Section 20, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington,

EXCEPT:

1. A strip of land 150 feet in width across the Southwest Quarter of the Northwest Quarter of said Section conveyed by Jonathan Quicksall and Lucy A. Quicksall, his wife, to Chicago, Milwaukee and St. Paul Railroad Company of Washington, by deed dated July 10, 1906, recorded in [Book 12 of Deeds, page 591](#); and
2. An additional strip of land 25 feet in width across the said Southwest Quarter of the Northwest Quarter of said Section 20, as conveyed to Chicago, Milwaukee and St. Paul Railway Company of Washington by deed dated May 14, 1907, and recorded in [Book 16 of Deeds, page 99](#).

Tract 2 Parcel 2:

The Southeast Quarter of the Southwest Quarter, the South Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 20, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington lying Southerly of the Yakima River.

That portion of the West Half of the Southwest Quarter of Section 21, Township 19 North, Range 17 East, W.M., Kittitas County, State of Washington which lies West of the Yakima River.

EXCEPT:

1. A strip of land of varying widths over the Northeast Quarter of the Southeast Quarter of Section 20, Township 19 North, Range 17 East, W.M. and the West Half of the Southwest Quarter of Section 21, Township 19 North, Range 17 East, W.M., conveyed to the Chicago, Milwaukee and St. Paul Railroad Company, by deed recorded in [Book 14 of Deeds, page 151](#), and by deed recorded in [Book 16 of Deeds, page 94](#);
2. Right of way of the Burlington Northern Railway Company.

Tract 3, Parcel 1:

That portion of the South Half of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of Section 28, Township 19 North, Range 17 East W.M., County of Kittitas, State of Washington, which lies South and West of the South and West bank of the Yakima River,

EXCEPT:

1. A strip of land 13 feet in width running from the South line to the North line of the Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of said Section, and extending down to the Yakima River on the North, which strip is parallel with and joins the West boundary line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as far as the tunnel, and thence extending Easterly to the Yakima River. Said strip was conveyed to Louis J. Bowles by deed dated July 15, 1913, recorded in [Book 13 of Deeds, page 565](#).
  2. A strip of land 100 feet in width, running from the West line to the South line of said Southeast Quarter of the Northwest Quarter and of the Northeast Quarter of the Southwest Quarter of said Section,
- Subdivision Guarantee Policy Number: 72156-48545201

with and additional width of 25 feet on each side of, adjacent to and parallel with the strip hereinabove mentioned, extending from the East and West center line of said Section to the South boundary line of the above described tract. Said strip was conveyed to Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated September 26, 1906, recorded in [Book 14 of Deeds, page 150](#), and modified by an agreement between said parties, dated March 30, 1909, recorded in [Book 18 of Deeds, page 436](#).

Tract 3, Parcel 2:

That portion of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 28, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington which is described as follows:

A strip of land 13 feet in width, which is parallel with and adjoins the West boundary line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as far as the tunnel, and thence extending Easterly to the West Bank of the Ordinary High Water Line of the Yakima River. Said strip was conveyed to Louis J. Bowles by deed dated July 15, 1913, recorded in [Book 13 of Deeds, page 565](#).

Tract 4:

The Northwest Quarter of the Northwest Quarter and the North Half of the Northeast Quarter, all in Section 32, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington;

AND

The Northeast Quarter of the Northwest Quarter; the South Half of the Northeast Quarter; and the North Half of the Southeast Quarter, all in Section 32, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington;

EXCEPT:

1. Right of way for lateral of the Kittitas Reclamation District across said premises, as reserved in deed from William Cannon, et al., to Alfred M. Cobane and Lola M. Cobane, husband and wife, by deed dated January 18, 1938, and recorded in [Book 58 of Deeds, page 483](#);

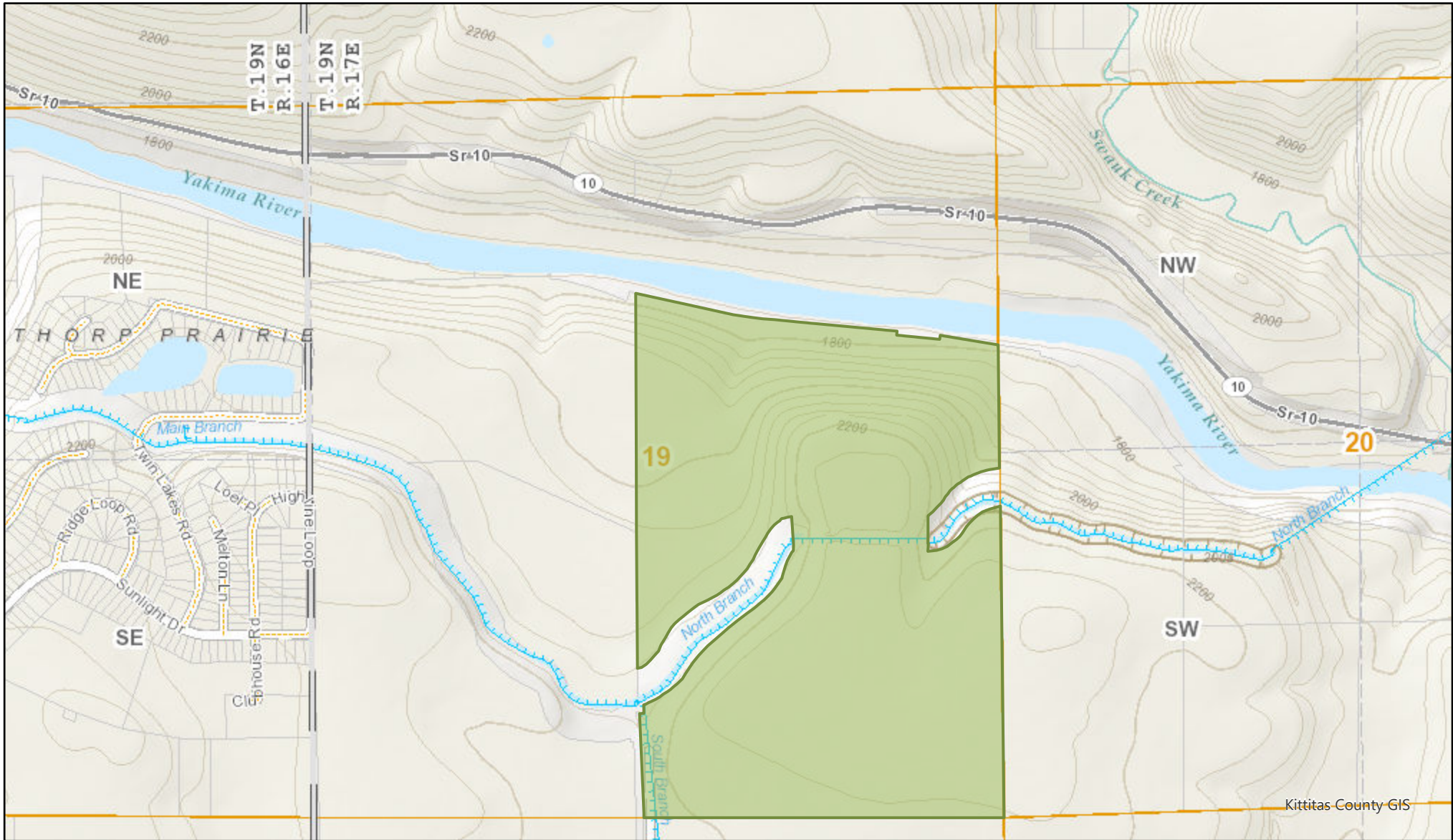
AND

The South Half of the Southeast Quarter of Section 32, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington;

EXCEPT:

1. A tract of land within the Southeast Quarter of the Southeast Quarter of said Section, 35 feet in width, conveyed to the Kittitas Reclamation District, by deed dated June 8, 1928, and recorded in [Book 46 of Deeds, page 518](#).

# Section 19 Map

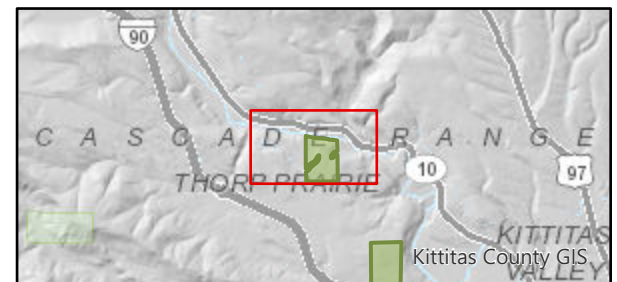


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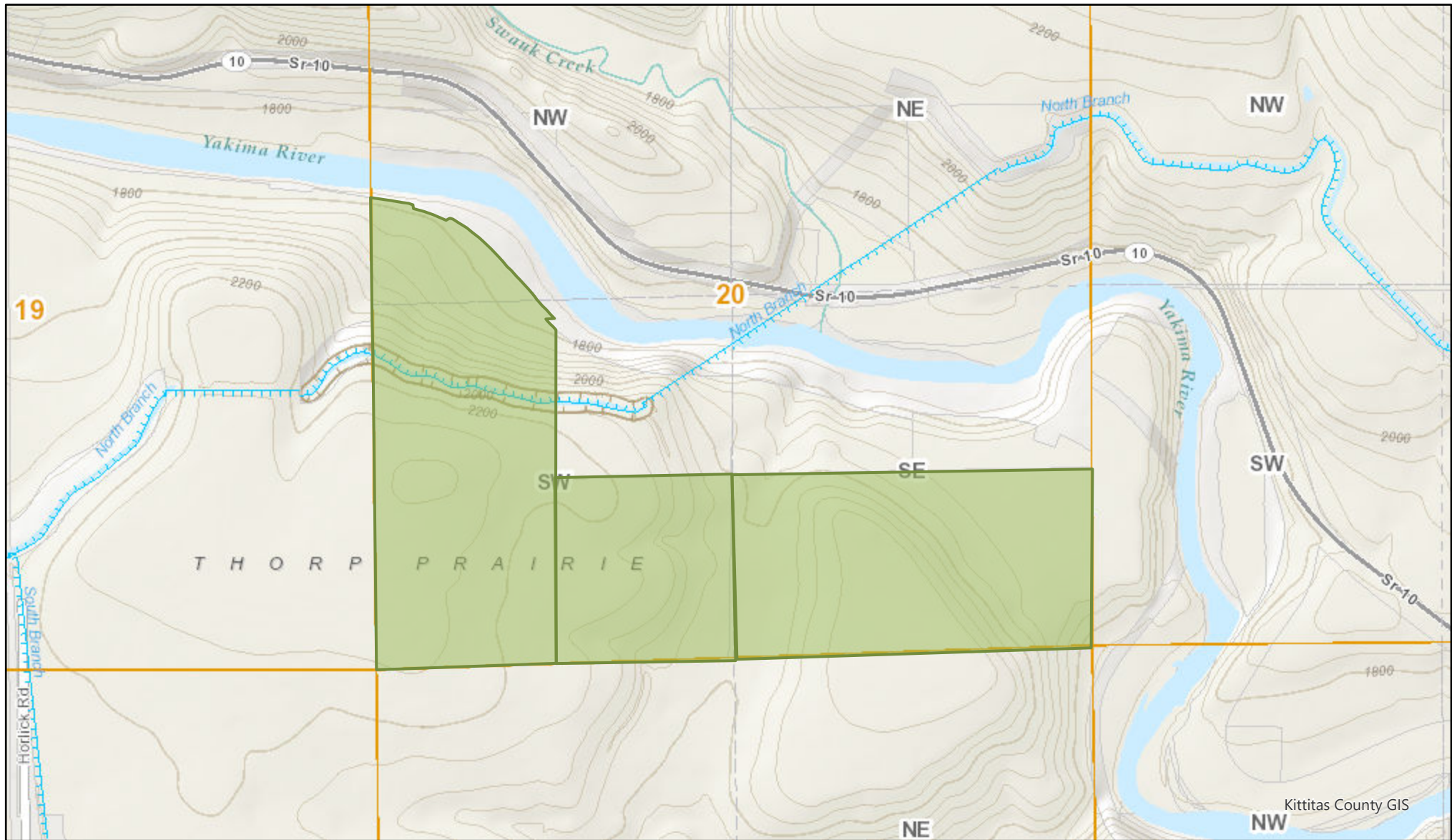
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1 inch equals 1,505 feet

0 0.15 0.3 0.6 mi



## Section 20 Parcels

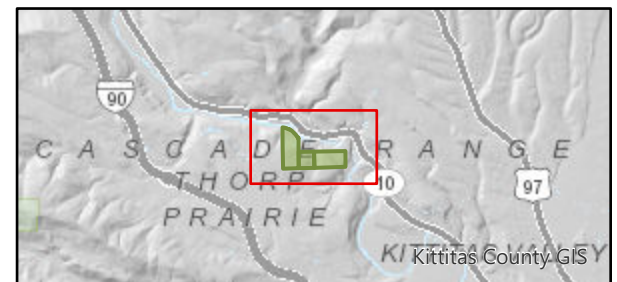


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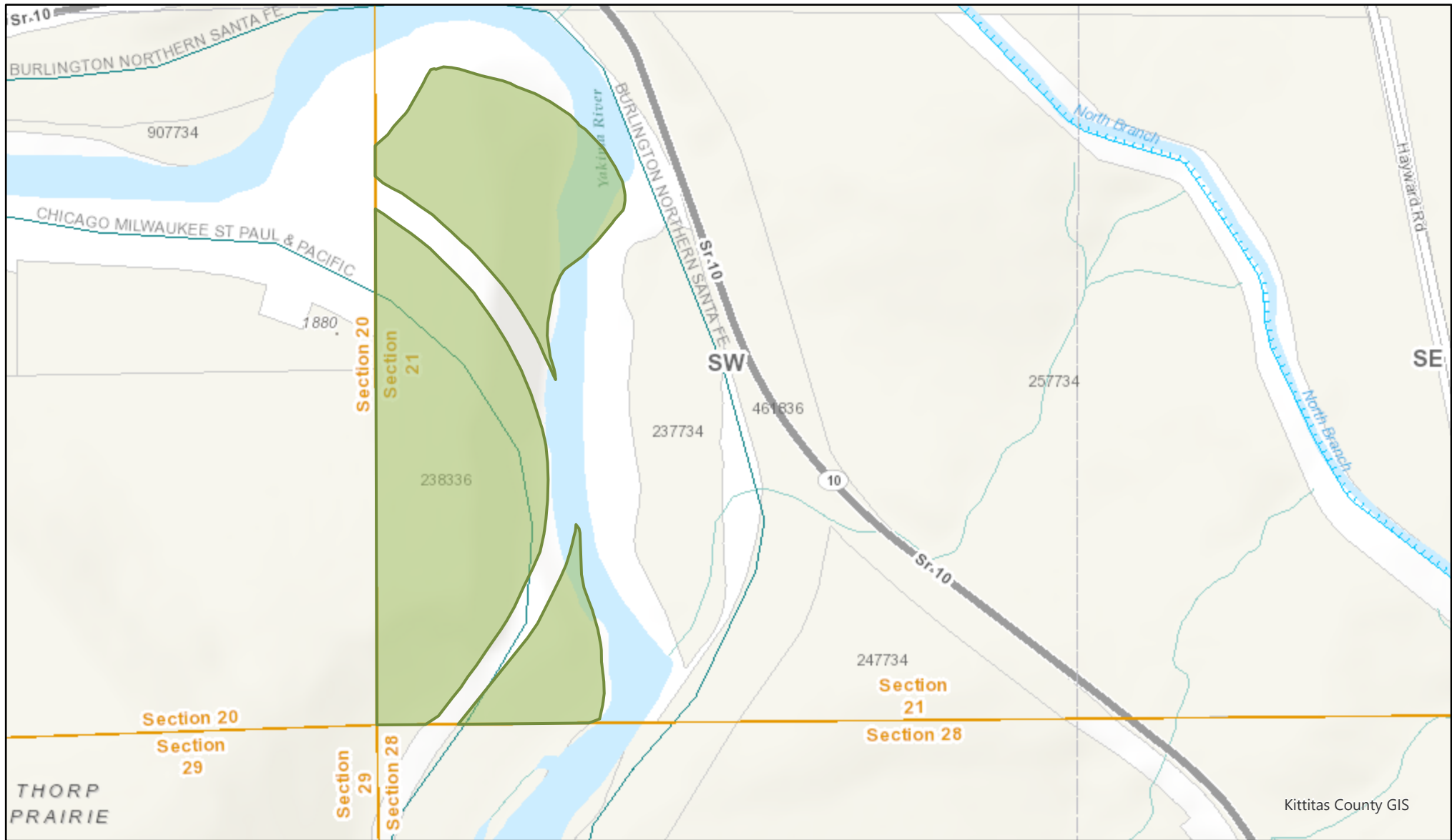
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1 inch equals 1,505 feet

0 0.15 0.3 0.6 mi



# Section 21 Map

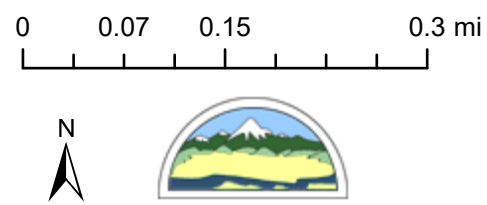


Kittitas County GIS

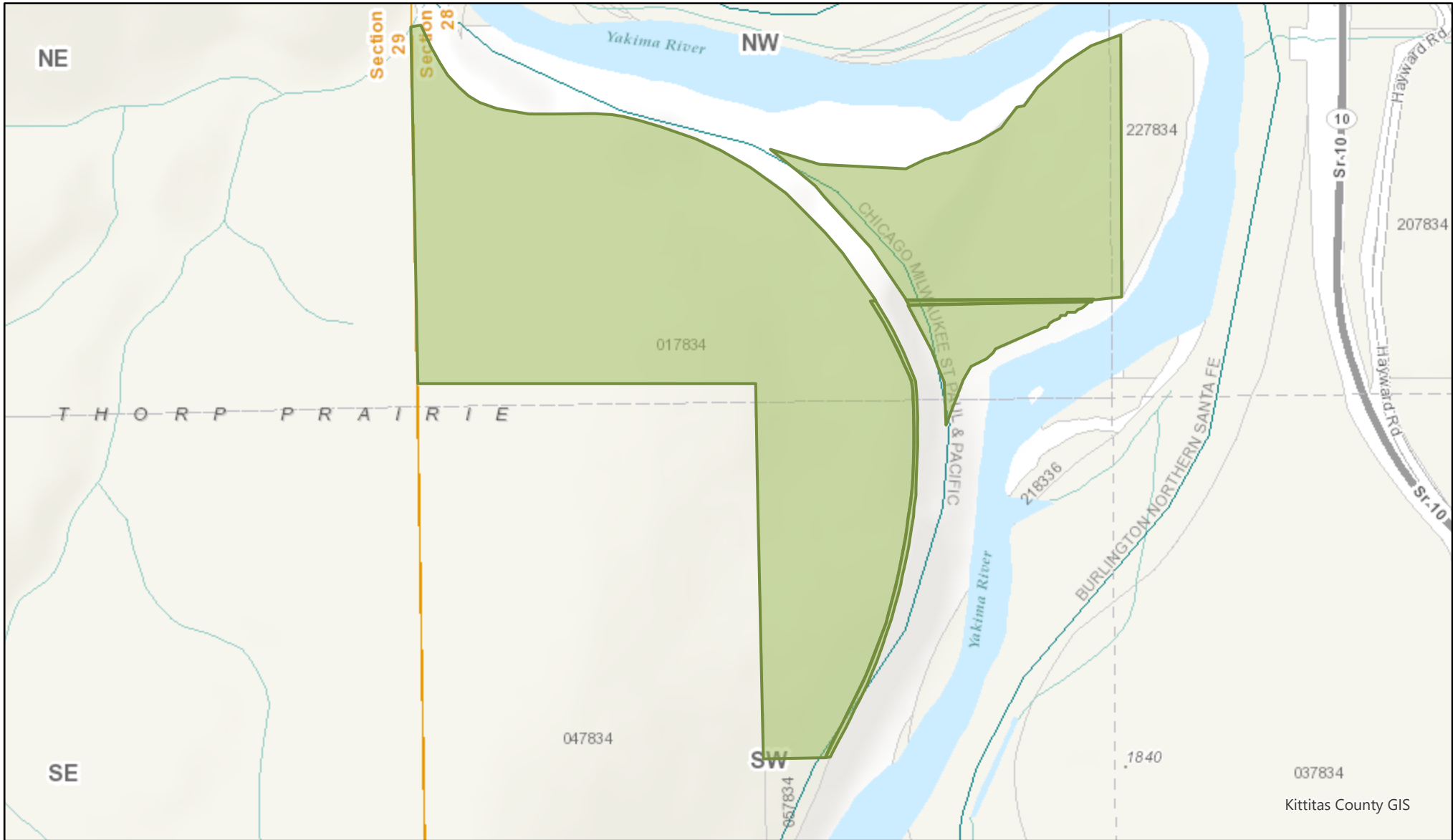
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1 inch equals 752 feet



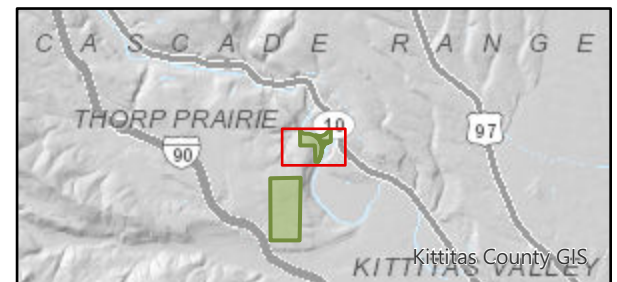
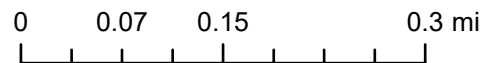
# Section 28 Map



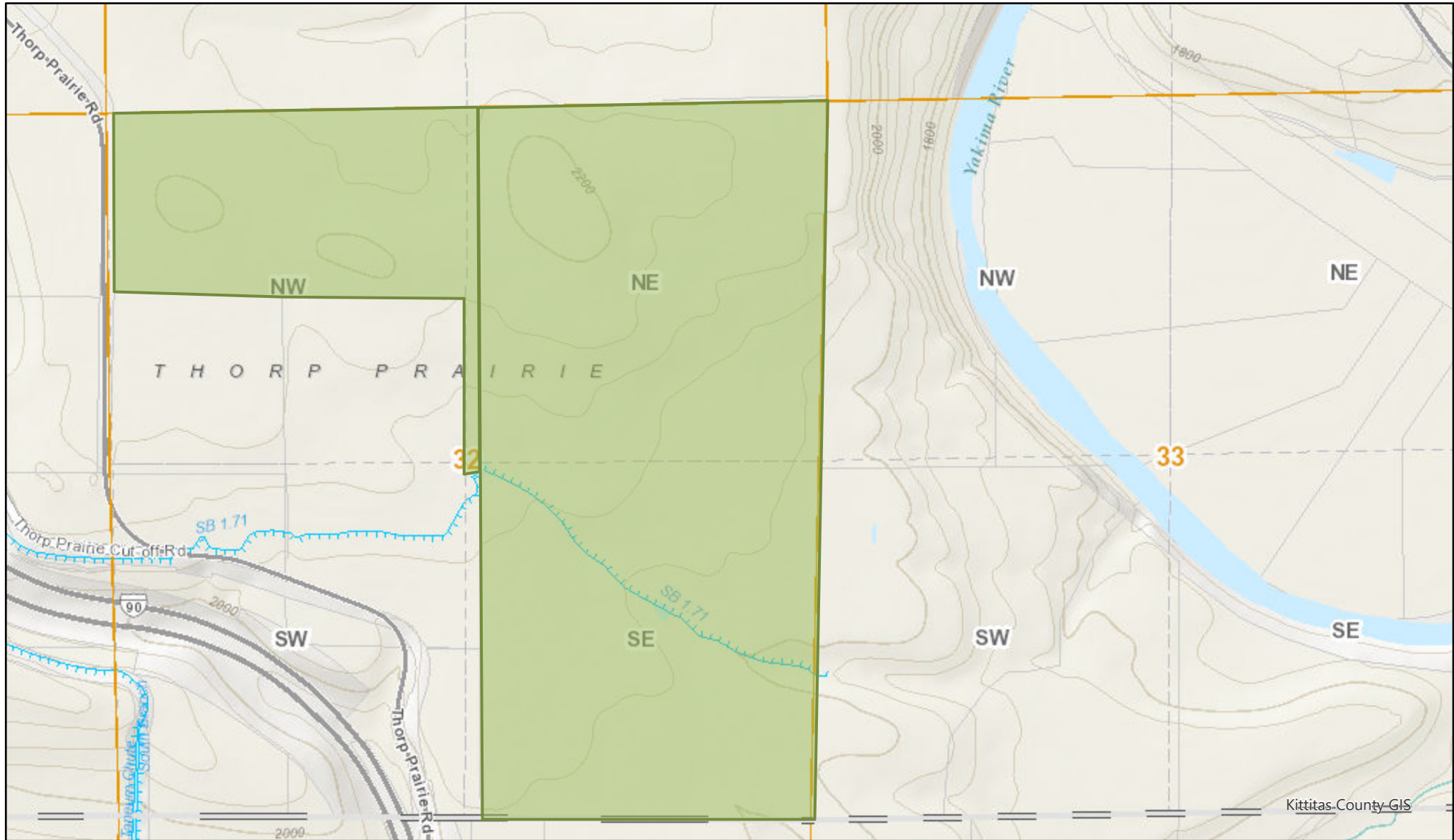
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1 inch equals 752 feet



# Section 32 Map



Date: 7/2/2024

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1 inch equals 1,505 feet

0 0.15 0.3 0.6 mi

