



Enclosed: Purchase Loan Preliminary Title Commitment

Property: 5210 Airport Road, Cle Elum, WA 98922 **Date:** April 17, 2025

County: Kittitas **Order No.:** NXWA-0560277

THIS INFORMATION IS NOT PART OF THE PRELIMINARY REPORT. YOU SHOULD READ THE PRELIMINARY REPORT VERY CAREFULLY.

Your Escrow Team:

Staff		 Email	 Phone No
Shelly Clark	Escrow Officer	saclark@nextitle.com	(509) 931-1771
Laura Perry	Escrow Assistant	laperry@nextitle.com	(509) 933-5202
Marla Williams	Escrow Officer	mkwilliams@nextitle.com	(509) 828-4254

Your Title Team:

Staff	Title	 Email	 Phone No
Karen Kies	Sr. Title Officer	WATitle@nextitle.com	(509) 925-5665
Trinity Kies	Title Assistant	WATitle@nextitle.com	(509) 925-5665
Title Orders	New Title Orders	WAOOrders@nextitle.com	
Recording Team	Recording Releases	WA_Recording@nextitle.com	

For any questions on your report, please contact your above team or call the main office at (509) 925-5665 during business hours Monday through Friday from 8:00 AM to 5:00 PM PST.

NexTitle Washington, 13555 SE 36th St, Suite 270, Bellevue, WA 98006

Main Phone: (425)457-7855 Main Fax: (425)732-2022 Website: NexTitle.com



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Hawaii | Idaho | Oregon | Washington



**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND 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 EXTRACTIONAL 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Northwest Title, LLC, dba NexTitle

206 W. 1st Avenue, Suite B
Ellensburg, WA 98926

COUNTERSIGNED: David Fennell
Authorized Officer or Agent



Mary O'Donnell

President
Patricia W. Power

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



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-0560277

Issuing Office File Number: NXWA-0560277

Property Address: 5210 Airport Road, Cle Elum, WA 98922

Revision Number:

SCHEDULE A

1. Commitment Date: April 8, 2025 8:00AM

2. Policy to be issued:

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

Policy Amount
\$850,000.00

Premium: \$2,135.00
Tax: \$ 177.21
Total: \$2,312.21

Proposed Insured: M2 Industrial Inc

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: *PacWest Property LLC, a Washington Limited Liability Company* and, as disclosed in the Public Records, has been since *April 28, 2021*.

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Northwest Title, LLC, dba NexTitle. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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





President


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. 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.

7. Evidence and authority of the officers of M2 Industrial Inc. corporation, to execute the forthcoming instrument should be submitted.

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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 0.50% together with the graduated state tax rate calculated as follows:

Up to \$525,000	1.1%
\$525,000.01 - \$1,525,000	1.28%
\$1,525,000.01 to \$3,025,000	2.75%
Above \$3,025,000.01	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.: [305135](#), Year: 2025, Billed: \$3,786.69, Paid: \$0.00, Balance: \$3,786.69. The current levy code is 44/1900. The current use code is 43.

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

Land: \$368,100.00
Improvements: \$282,810.00
Total: \$650,910.00

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.: [285135](#), Year: 2025, Billed: \$116.73, Paid: \$0.00, Balance: \$116.73. The current levy code is 44/1900. The current use code is 43.

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

Land: \$19,230.00
Improvements: \$0.00
Total: \$19,230.00

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.: [125135](#), Year: 2025, Billed: \$971.28, Paid: \$0.00, Balance: \$971.28. The current levy code is 44/1900. The current use code is 43.

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

Land: \$163,450.00
Improvements: \$0.00
Total: \$163,450.00

13. Exceptions and reservations contained in Deed from Northern Pacific Railway Company, Recorded: February 20, 1906, under Recording No.: [14972](#), whereby the first party expressly saves, excepts and reserves out of the grant hereby made unto itself, its successors and assigns forever, all ores and minerals of any nature whatsoever in or upon said lands, including coal, oil and gas, together with the right to enter upon said lands for the purpose of exploring the same for such ores and minerals, and for the purpose of drilling, opening, developing and working mines and wells thereon, and taking out and removing therefrom all such ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided that the second party, their heirs, representatives, successors or assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon by the exercise of any rights herein reserved; but provided further that the exercise of such right by the first party shall not be postponed or delayed pending reasonable efforts

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SCHEDULE B, PART II - Exceptions (Continued)

to agree upon or have determined such just and reasonable compensation.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

14. Right of way for Younger Ditch, if same crosses said premises, as disclosed by Affidavit of Water Rights filed August 25, 1885 in [Book A of Water Rights, Page 97](#), records of Kittitas County.
15. 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 Unknown Creek.
16. Rights of State of Washington to that portion of the land, if any, lying in the bed of Unknown Creek, if that waterway is navigable.
17. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Unknown Creek.
18. 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.
19. Rights and Easement of the public for commerce, navigation, recreation and fisheries.
20. 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.
21. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
22. Unrecorded leaseholds, if any, rights of vendors and holders of security interests on personal property installed upon the land, and rights of tenants to remove trade fixtures at the expiration of the term.
23. Any conveyance or mortgage by PacWest Property LLC, a Limited Liability Company (LLC), must be executed by Ryan Wales, as Manager, or evidence submitted that certain designated members or managers have been authorized to act for the limited liability company.
24. Evidence and authority of the officers of M2 Industrial Inc. corporation, to execute the forthcoming instrument should be submitted.
25. 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. According to the application for title insurance, the proposed insured is M2 Industrial Inc. We find no pertinent matters of record against the name(s) of the incoming purchaser(s).
2. In the past 36 months, there have been no conveyances of record for the property described in Schedule A herein. Title was acquired by PacWest Property LLC, a Washington Limited Liability Company by deed recorded on May 3, 2021 under Recording No. [202105030085](#).

Said instrument is a re-recording of that instrument recorded under Recording No. [202104280070](#).

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: Transportation - Aircraft
Known as: 5210 Airport Road, Cle Elum, WA 98922
5. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04.

PTN OF SWQ OF STR: 33-20N-16E, 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:

206 W. 1st Avenue, Suite B, Ellensburg, WA 98926 Attn: Recording

If they must record the same day, please contact the title unit for special delivery requirements.
10. In order to expedite recording for our clients, we E-Record whenever possible. There is an additional charge of \$5.00 per document when E-Recording. When E-Recording documents require excise clearance, checks must be made payable to NexTitle.

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EXHIBIT A

The Land is described as follows:

PARCEL 1:

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST, W.M. IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 1/16 SECTION LINE WHICH IS 20 FEET EAST OF THE SOUTH 1/16 SECTION CORNER ON THE WEST BOUNDARY OF SECTION 33; SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD;

THENCE RUNNING NORTH 89°40' EAST ON THE 1/16 SECTION LINE, 518.4 FEET TO A POINT ON THE WEST LINE OF STATE GRAVEL PIT;

THENCE SOUTH 19°18' WEST ON SAID LINE, 43.3 FEET TO ANGLE POINT;

THENCE SOUTH 70°42' EAST ALONG STATE TRACT, 1100.0 FEET TO ANGLE POINT;

THENCE SOUTH 00°04' WEST ALONG WEST LINE OF STATE TRACT, 200.0 FEET;

THENCE NORTH 78°58' WEST, 1572.3 FEET TO THE EAST LINE OF THE COUNTY ROAD;

THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID SECTION 33, 300.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT A POINT 20 FEET EAST AND 300 FEET SOUTH OF THE SOUTH 1/16 SECTION CORNER ON THE WEST BOUNDARY OF SAID SECTION 33, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD;

THENCE RUNNING SOUTH 78° EAST 1572.3 FEET;

THENCE SOUTH 00°04' EAST, 200 FEET;

THENCE NORTH 89°56' EAST, 470 FEET;

THENCE SOUTH 0°04' EAST 243.4 FEET TO THE NORTH BOUNDARY LINE OF THE RIGHT-OF WAY OF THE STATE HIGHWAY;

THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID NORTH BOUNDARY LINE OF RIGHT OF-WAY TO ITS INTERSECTION WITH THE EAST BOUNDARY LINE OF RIGHT-OF-WAY OF THE COUNTY ROAD;

AND THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

1. A TRACT OF LAND HERETOFORE CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY, WASHINGTON WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 33; AND RUNNING THENCE NORTH 0°07' WEST 131 FEET;

THENCE SOUTH 87°21' EAST 1055.6 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 2, THE TRUE POINT OF BEGINNING;

THENCE NORTH 6°31' WEST 90 FEET;

THENCE NORTH 83°29' EAST 150 FEET;

THENCE SOUTH 6°31' EAST 90 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF WAY LINE OF SAID HIGHWAY;

AND THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING;

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EXHIBIT A (Continued)

2. THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED SEPTEMBER 6, 1967 IN VOLUME 126, PAGE 520, UNDER AUDITOR'S FILE NO. 341453 AND BY DEED RECORDED SEPTEMBER 6, 1967 IN VOLUME 126, PAGE 522, UNDER AUDITOR'S FILE NO. 341454;

3. THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST W.M., KITTITAS COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET EAST AND 300 FEET SOUTH OF THE SOUTH ONE-SIXTEENTH CORNER ON THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SAD SECTION 33, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD;
THENCE SOUTH 00°27'40" WEST ALONG THE SAD RIGHT OF WAY LINE, PARALLEL TO THE WEST BOUNDARY OF THE SOUTHWEST QUARTER, SECTION 33 FOR 59.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°27'40" WEST, ALONG SAID RIGHT OF WAY LINE 418.01 FEET;
THENCE SOUTH 89°32'21" EAST, 618.64 FEET;
THENCE NORTH 48°38'59" EAST, 249.71 FEET;
THENCE NORTH 72°10'55" WEST, 843.15 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 62°08' EAST 1779.5 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 0°04' WEST 100.00 FEET;
THENCE NORTH 70°42' WEST 1100.00 FEET;
THENCE NORTH 19°18' EAST 300.0 FEET;
THENCE SOUTH 86°10' EAST 526.2 FEET;
THENCE SOUTH 56°13' EAST 1099.7 FEET;
THENCE SOUTH 0°04' EAST 300 FEET;
THENCE NORTH 84°17'45" WEST 502.55 FEET; THENCE NORTH 0°04' WEST 150 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING SOUTHERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 135 FEET NORTHERLY, WHEN MEASURED RADially, FROM THE SR 970 LINE SURVEY OF SR 970, CLE ELUM TO TEANAWAY RIVER BRIDGE, AND LYING NORTHERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 75 FEET NORTHERLY WHEN MEASURED RADially, FROM SAID LINE SURVEY:

Parcel A:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT A POINT 20 FEET EAST AND 300 FEET SOUTH OF THE SOUTH 1/16 SECTION CORNER OF THE WEST BOUNDARY OF SAID SECTION, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD;
THENCE RUNNING SOUTH 78° EAST 1,572.3 FEET;
THENCE SOUTH 00°04' EAST 200 FEET;
THENCE NORTH 89°56' EAST 470 FEET;

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EXHIBIT A (Continued)

THENCE SOUTH 0°04' EAST 243.4 FEET TO THE NORTH BOUNDARY LINE OF THE RIGHT OF WAY OF THE STATE HIGHWAY;
THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID NORTH BOUNDARY LINE OF RIGHT OF WAY TO ITS INTERSECTION WITH THE EAST BOUNDARY LINE OF RIGHT OF WAY OF COUNTY ROAD;
AND THENCE NORTH ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

EXCEPT A TRACT OF LAND HERETOFORE CONVEYED TO PUBLIC UTILITY DISTRICT NO.1, OF KITTITAS COUNTY, WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST COMER OF SAID SECTION 33, AND RUNNING THENCE NORTH 0°07' WEST 131 FEET;
THENCE SOUTH 87°21' EAST 1055.6 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2, THE TRUE POINT OF BEGINNING;
THENCE NORTH 6°31' WEST 90 FEET;
THENCE NORTH 83°29' EAST 150 FEET;
THENCE SOUTH 6°31' EAST 90 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF SAID HIGHWAY;
AND THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT A TRACT OF LAND HERETOFORE CONVEYED TO THE STATE OF WASHINGTON, WHICH IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE ABOVE DESCRIBED PARCEL "A" LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST, W.M.;
THENCE NORTH 62°08' EAST 1,779.5 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;
THENCE SOUTH 0°04' EAST TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 97) CLE ELUM TO TEANAWAY BRIDGE.

PARCEL 5:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 16 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 33;
THENCE NORTH 62°08' EAST A DISTANCE OF 1775.5 FEET TO A POINT;
THENCE SOUTH 00°04' EAST A DISTANCE OF 150.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 84°17'45" EAST A DISTANCE OF 502.55 FEET TO A POINT;
THENCE SOUTH 00°04' EAST TO A POINT ON A LINE DRAWN PARALLEL WITH AND 75 FEET NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE SR 970 LINE SURVEY OF SR 970, CLE ELUM TO TEANAWAY RIVER BRIDGE;
THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 00°04' WEST;
THENCE NORTH 00°04' WEST TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

APN/Parcel(s): 305135, 285135, 125135

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Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, please email us at compliance@nextitle.com or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, please email us at [nextitle.com](mailto:compliance@nextitle.com) or submit a written request to the company via U.S. mail at the address listed below. You may also designate an authorized agent to submit a request on your behalf by submitting written proof of such authorization to us via the above email or U.S. mail.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Northwest Title, LLC, dba NexTitle will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description , including protected characteristics under federal or state law; address; telephone number ; passport number; driver's license number; state identification card number; IP address ; policy number; file number; employment history; bank account number; credit card number ; debit card number; financial account numbers; commercial information ; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities ; non-affiliated third parties; social media networks; affiliated third parties

Business Purpose for Collection	The business purposes for which we've collected personal information include , but may not be limited to: completing a transaction for our Products; verifying eligibility for employment ; facilitating employment ; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites , Applications , or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks ; internet service providers; data analytics providers; service providers ; government entities ; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description , including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number ; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information ; internet or other electronic network activity; geolocation data; audio and visual information ; professional or employment information ; and inferences drawn from the above categories to create a profile about a consumer.

Northwest Title, LLC, dba NexTitle does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will inform you in writing why we made that decision and provide you with a cost estimate before completing your request.

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response may be delivered by mail or electronically.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable .

CUSTODIAN OF RECORDS

Northwest Title, LLC, dba NexTitle



PRIVACY POLICY NOTICE Northwest Title, LLC, dba NexTitle

File No.: NXWA-0560277

Northwest Title, LLC, dba NexTitle values our customers and we are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy to protect your nonpublic information and inform you about the measures Northwest Title, LLC, dba NexTitle takes to safeguard that information.

Who is Covered

Each customer who purchases a title insurance policy or obtains settlement services through Northwest Title, LLC, dba NexTitle.

Information Collected

In the normal course of business and to provide the necessary services our customers request, we may obtain nonpublic financial data directly from the customer, from customer-related transactions, or from third parties such as lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic information is limited to those employees who have a need to know in order to perform their jobs. These employees include without limitation to those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Northwest Title, LLC, dba NexTitle does not share personal information that it collects with anyone other than those individuals necessary to complete the services as requested by the consumer. Northwest Title, LLC, dba NexTitle may share nonpublic information as permitted by law with entities with whom Northwest Title, LLC, dba NexTitle has a joint marketing agreement. Northwest Title, LLC, dba NexTitle only enters into joint marketing agreements with entities that have agreed to only use the shared information for lawful purposes and precautions and security measures at least as protective as those that Northwest Title, LLC, dba NexTitle uses to protect this information. Northwest Title, LLC, dba NexTitle may share information as required by law in response to subpoenas or other legal process, to a government regulatory agency, or to prevent fraud.

Information Security

Northwest Title, LLC, dba NexTitle strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against unauthorized access. We maintain physical, electronic, and procedural safeguards in compliance with federal and state standards to protect personal information.

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Northwest Title, LLC, dba NexTitle are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Northwest Title, LLC, dba NexTitle's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. NEXTITLE, A TITLE AND ESCROW CO. EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

