

Customer Reference No.
File No. 552729AM



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

TITLE COMMITMENT ATTACHED
Report No.: 2

Date: April 27, 2023 **File No.:** 552729AM
Property: 2106 W Dolarway Rd, Ellensburg, WA 98926
Buyer/Borrower: KGI Northwest, Inc., a Washington corporation
Seller: Jeff Calaway and Valerie Calaway

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:

Jeff Calaway and Valerie Calaway
P.O. Box 1142
Ellensburg, WA 98926

Buyer/Borrower:

KGI Northwest, Inc., a Washington corporation
4405 7th Avenue SE Suite 301
Lacey, WA 98503

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Phone: (509)925-1477 Fax: (509)962-8325

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Schiree Minor
101 W Fifth Ave.
Ellensburg, WA 98926
Schiree.Minor@amerititle.com
(509) 925-1477

Title Officer

Laura Woodiwiss
101 W Fifth Ave.
Ellensburg, WA 98926
Laura.Woodiwiss@amerititle.com
(509)925-1477

Email escrow closing documents to:

ellensburg@amerititle.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.



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

File No.: 552729AM

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, *First American Title Insurance Company*, a Nebraska 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Issuing Agent: AmeriTitle, LLC

Jeffrey S. Robinson, Secretary

Laura Woodiwiss

Authorized Signatory

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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 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;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (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.

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- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Transaction Identification Data for reference only:

Issuing Agent: **AmeriTitle, LLC**
Issuing Office: 101 W Fifth Ave. Ellensburg, WA 98926
Customer Reference No.:
Issuing Office File Number: 552729AM
Property Address: 2106 W Dolarway Rd, Ellensburg, WA 98926
NKA Dolarway Rd, Ellensburg, WA 98926

SCHEDULE A

1. Commitment date: **April 24, 2023 at 7:30 A.M.**

2. Policy to be issued:

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

Rate: Commercial Short Term **Proposed Policy Amount: \$6,489,569.00**
Premium: \$6,893.00
Sales Tax: \$579.01

Proposed Insured:

KGI Northwest, Inc., a Washington corporation

(b) 2006 ALTA Loan Policy **Standard Coverage** **Extended Coverage**

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

Endorsements:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Jeff Calaway and Valerie Calaway, husband and wife

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5. The Land is described as follows:

TRACT 1:

That portion of the Southwest Quarter of the Southwest Quarter of Section 34, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, lying South and West of the County Road running through said Quarter of Quarter Section;

EXCEPT: A tract of land bounded by a line beginning at the Southwest corner of said Quarter of Quarter Section, and running thence North along the West boundary line of said Quarter of Quarter Section 630 feet; thence East 100 feet; thence South 630 feet to the South boundary line of said Quarter of Quarter Section; and thence West along the South boundary line of said Quarter of Quarter Section 100 feet to the point of beginning.

TRACT 2:

That portion of Government Lots 3 and 4, Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as follows:

Beginning at a point 282 feet East of the Northwest corner of Government Lot 3; thence South $8^{\circ}36'$, East 481 feet; thence West parallel with the North boundary line of said Section, to a point 106.9 feet East and 474.6 feet South of the Northwest corner of Government Lot 3; thence South $19^{\circ}26'$ West 135 feet; thence South $54^{\circ}20'$ West 437 feet; thence West to the West boundary line of Government Lot 4; thence North on said West boundary line to the Northwest corner of said Section; thence East on the North boundary line of said Section to the point of beginning.

EXCEPT:

1. That portion of Government Lot 3 which is described as follows:

Beginning at a point on the North line and 274.4 feet East of the Northwest corner of said lot; thence East 7.6 feet; thence South $8^{\circ}36'$ East 413.3 feet; thence West 248.0 feet; and thence North $19^{\circ}26'$ East 503.4 feet to the point of beginning.

2. That portion conveyed to the State of Washington for Primary State Highway No. 3 (SR 90), by Warranty Deed dated September 21, 1965, and recorded October 29, 1965, in Book 120 of Deeds, page 552, under Kittitas County Auditor's File No. 325204.

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3. That portion, if any, lying within the following described tract of land:

A tract of land bounded by a line beginning at the Northwest corner of said Government Lot 3;

thence East along the North line of said Government Lot 3, 274.4 feet;

thence South 19°26' West, 164.9 feet to a point which is the true point of beginning;

thence South 19°26' West, 473.50 feet;

thence South 54°20' West, 437.00 feet;

thence West 393.57 feet to a point on the Northeasterly boundary of the Interstate Highway 90 right of way;

thence South 40°42'30" East along said boundary, 2,884.95 feet;

thence North 17°10' West, 3,018.20 feet;

thence North 86°59' West, 84.75 feet to the true point of beginning.

4. That portion lying within the following described tract of land:

A tract of land located in Government Lots 3 and 4, Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as:

Beginning at a point 474.6 feet South and 106.9 feet East of the Northwest corner of Government Lot 3, Section 3, Township 17 North, Range 18 East, of the Willamette Meridian;

thence South 19°26' West, 135 feet;

thence South 54°20' West, 437 feet;

thence West to the West line of Government Lot 4;

thence North on the West line of Government Lot 4, 382.1 feet, thence East to the place of beginning.

5. A tract of land located in Government Lots 3 and 4, Section 3, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, described as follows:

Beginning at the Northwest corner of said Government Lot 3, as shown on that certain survey recorded July 8, 1988 in Book 15 of Surveys at page 165, under Auditor's File No. 513568, records of said county; thence East, along the North line of said Government Lot 3, 274.40 feet; thence South 19°26'00" West, 439.77 feet to an existing Nelson pin and cap (LS 18092) and the true point of beginning for the herein described parcel; thence continuing South 19°26'00" West, 63.63 feet to the Northerly boundary of the parcel described by deed recorded July 11, 2002 under Auditor's File No. 200207110019, records of said county; thence West along said Northerly parcel boundary, 778.65 feet to an existing Southwest-Northeast fence; thence North 61°20'36" East, along said fence, 224.95 feet to an existing Nelson pin and cap (LS 18092); thence South 85°27'23" East, along an existing East-West fence, 604.32 feet to the true point of beginning.

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TRACT 3:

That portion of the Southeast Quarter of the Southwest Quarter of Section 34, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington, bounded by a line described as follows:

Beginning at the Southwest corner thereof and running thence East 586.08 feet; thence North 24°31' West 300.96 feet, more or less, to the South boundary line of Dollarway Road; thence North 58°32' West 553.74 feet, along said South boundary line 553.74 feet, to intersect with the West boundary line of said Southeast Quarter of the Southwest Quarter; and thence South 1°06' East 563.64 feet, more or less to the point of beginning;

EXCEPT:

1. A tract of land described as follows: Beginning at a stake 282.0 feet East of the West 1/16 corner on the South boundary of said section and running thence North 20°50' West 330.0 feet; thence North 12°01' East 88.2 feet to a post on the South right of way line of Dollarway Road; thence South 58°38' East along said right of way line 257.1 feet; thence South 33°23' East 313.5 feet to the South boundary line of Section 34; thence West on said South boundary line 293.7 feet to the point of beginning.
2. A tract of land described as follows: Beginning at a point on the South boundary line of said section 274.4 feet East of the Southwest corner of the Southeast Quarter of the Southwest Quarter, and running thence North 19°26' East 10.9 feet; thence South 8°36' East 11.0 feet to a point on the section line; and thence West 7.6 feet to the point of beginning.
3. Parcel A of that certain Survey as recorded the 8th day of July, 1988, in Book 15 of Surveys, page 165, under Auditor's File No. 513568, records of Kittitas County, Washington; being a portion of the Southeast Quarter of the Southwest Quarter of Section 34, Township 18 North, Range 18 East, W.M., and a portion of Government Lot 3, Section 3, Township 17 North, Range 18 East, W.M., all in the County of Kittitas, State of Washington.

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Ptn of the SW Quarter of the SW Quarter, and ptn of the SE Quarter of the SW Quarter, all in Section 34, Township 18 N, Range 18 E, W.M., and ptn of Govt Lots 3 and 4, Section 3, Township 17 N, Range 18 E, 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. The company will require completion of an Owner's Affidavit and Indemnity by the owners of the property herein described.
9. A legal description was not included in the application for title insurance. According to application for title insurance, the proposed transaction involves only a portion of the property presently owned by the proposed seller (or borrower, if refinance transaction) of the pending transaction.
The legal description contained in this commitment is based on information provided with the application for title insurance and the public records as defined in the policy to issue, and is for the entire parcel believed to be the subject matter of the pending transaction prior to segregation.
An insurable legal description must be submitted to this Company for review prior to closing. This report will be amended to reflect such matters created by said submission.

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10. The company will require the following document in order to insure a conveyance, lease, exchange, other disposition or encumbrance by the corporation named below:

Corporation: KGI Northwest, Inc., a corporation. An original or certified copy of the resolution of the Board of Directors authorizing the subject transaction.

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:

2106 W Dolarway Rd, Ellensburg, WA 98926
- E. NKA Dolarway Rd, Ellensburg, WA 98926
- F. We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Laura Woodiwiss, whose direct line is (509) 925-1477, and your Escrow Officer is Schiree Minor, whose direct line is (509) 925-1477.
- G. As of the date hereof there are no matters against KGI Northwest Inc., a Washington corporation which would appear as exceptions in the policy to issue, except as shown herein.
- H. We find no activity in the past 24 months regarding transfer of title to subject property.
- I. 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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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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

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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: 2023
Tax Type: County
Total Annual Tax: \$15,058.18
Tax ID #: 166133
Taxing Entity: Kittitas County Treasurer
First Installment: \$7,529.09
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$7,529.09
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2023

Tax Year: 2023
Tax Type: County
Total Annual Tax: \$584.58
Tax ID #: 628133
Taxing Entity: Kittitas County Treasurer
First Installment: \$292.29
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$292.29
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2023

Tax Year: 2023
Tax Type: County
Total Annual Tax: \$854.82
Tax ID #: 876133
Taxing Entity: Kittitas County Treasurer
First Installment: \$427.41
First Installment Status: Due
First Installment Due/Paid Date: April 30, 2023
Second Installment: \$427.41
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2023

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11. Lien of real estate excise sales tax upon any sale of said premises, 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. Notice of possible (present and future) tap or connection charges levied, or to be levied, by the City of Ellensburg, notice of which is given by instrument recorded February 3, 1978, under Kittitas County Auditor's File No. 420037 and by Agreements recorded under Auditor's File No. 201903210016 and 201903210017.
13. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as reserved in deed:
From: Charles W. Suver and Rosa M. Suver, his wife, to Charles A. Gordon
Dated: March 10, 1903
Book 7 of Deeds, Page 287
Affects: Tract 1
14. Right of way of Becker Ditch if same crosses said tract, as disclosed by Certificate of Water Right filed April 29, 1954, and recorded in Book 4 of Water Rights, page 530.
15. All rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between Primary State Highway No. 3 (SR 90) West Side Canal to Bull Road, and the above described property, as conveyed to the State of Washington in Warranty Deed dated September 21, 1965, and recorded in Book 120 of Deeds, page 552, October 29, 1965, under Kittitas County Auditor's File No. 325204.
Affects: Tract 2
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: To construct, operate, repair, inspect, replace, and maintain above ground and underground pipelines, pressure regulating stations, and other appurtenances, as well as the right of ingress and egress
Recorded: February 29, 2000
Instrument No.: 200002290039
Affects: Tracts 2, 3 and 6

Said easement is a re-recording of document recorded December 27, 1999, under Auditor's File No. 199912270052.

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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: Darren L. Johnson, an individual
Purpose: Perpetual, exclusive easement on, over, along, across and under the above described real property for the purpose of operating a commercial outdoor advertising structure, including the connection of necessary utilities therefor.
Recorded: October 26, 2001
Instrument No.: 200110260047
Affects: Tracts 1 and 2
18. Certificate of Membership in the Mill Ditch Company, and the terms and conditions contained therein
Between: Albert Julius Lentz and Glena Lentz, husband and wife and the Mill Ditch Company
Recorded: January 31, 2006
Instrument No.: 200601310039
Affects: Tracts 1, 2 and 3
19. Utility Extension Agreement and Agreement Waiving Right to Protest LID and Annexation and the terms and conditions contained therein
Between: City of Ellensburg, Washington
And: Calaway Trading, Inc.
Recorded: March 21, 2019
Instrument No.: 201903210016
20. Utility Extension Agreement and Agreement Waiving Right to Protest LID and Annexation and the terms and conditions contained therein
Between: City of Ellensburg, Washington
And: Jeff Calaway and Valerie Calaway, as husband and wife
Recorded: March 21, 2019
Instrument No.: 201903210017
21. A Mortgage, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount \$7,000,000.00
Mortgagor: Jeff Calaway and Valerie Calaway and Calaway Trading, Inc., a Washington Corporation, successor by merger with Calaway Pacific, Inc.
Mortgagee: Harvest Capital Company
Recorded: October 28, 2019
Instrument No.: 201910280021
Affects: Said premises and other land

The beneficial interest under said Deed of Trust was assigned of record to U.S. Bank National Association, as Custodian/Trustee for Federal Agriculture Mortgage Corporation Programs by assignment,

Recorded: October 28, 2019
Instrument No.: 201910280022

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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: City of Ellensburg, a Washington municipal corporation

Purpose: Utilities

Recorded: August 25, 2020

Instrument No.: 202008250048

Affects: A portion of said premises and other land

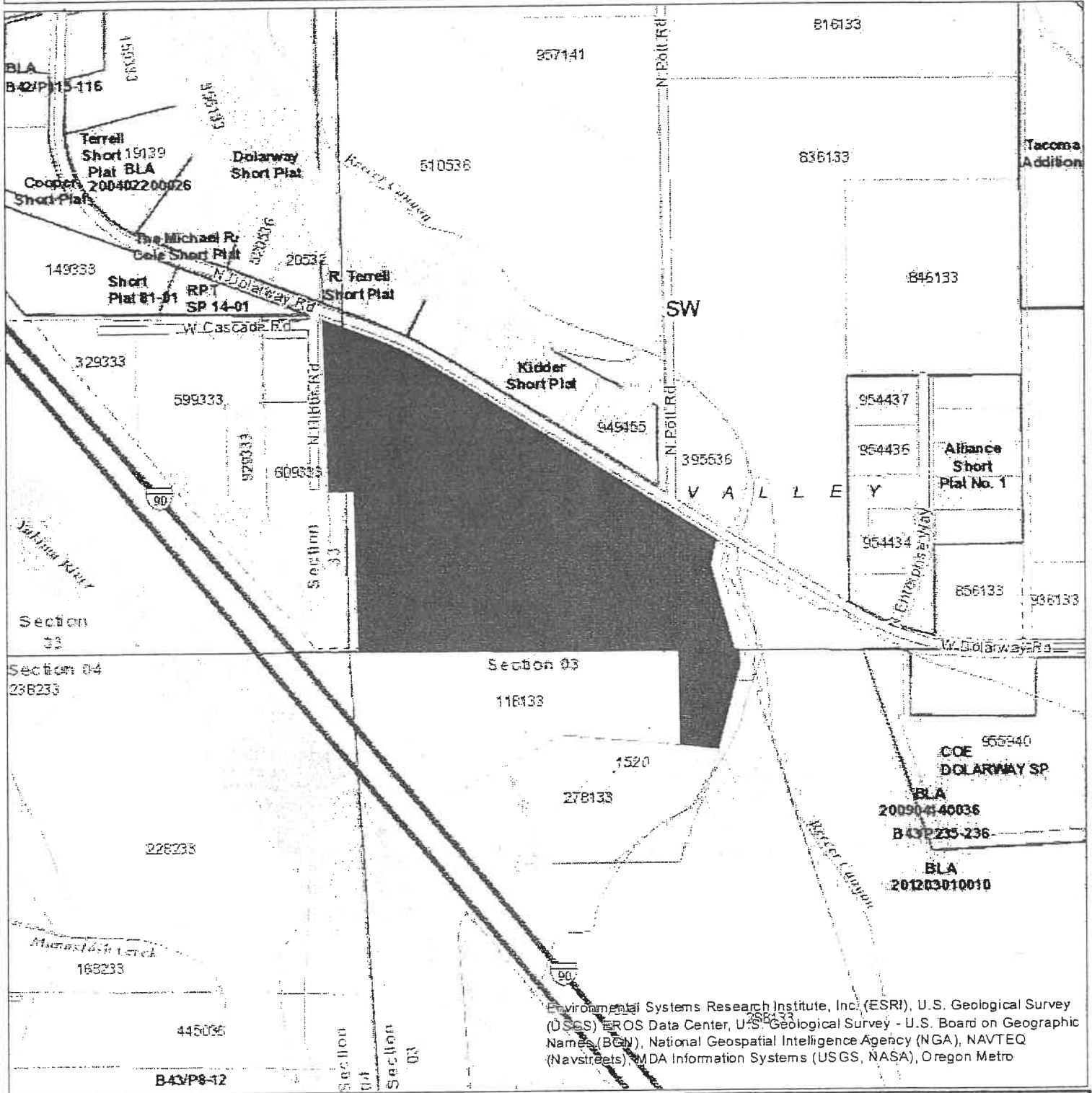
END OF SCHEDULE B

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Parcels 628133, 876133 and 166133



Environmental Systems Research Institute, Inc. (ESRI), U.S. Geological Survey (USGS) EROS Data Center, U.S. Geological Survey - U.S. Board on Geographic Names (BGN), National Geospatial Intelligence Agency (NGA), NAVTEQ (Navstreets), MDA Information Systems (USGS, NASA), Oregon Metro

Date: 7/8/2022

1 inch = 752 feet
Relative Scale 1:9,028

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