

Customer Reference No.  
File No. 631581AM



208 W Ninth, Ste. 6, Ellensburg, WA 98926  
Phone: (509) 933-4324 Fax: (509) 933-4329

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## **TITLE COMMITMENT ATTACHED**

**Report No.: 1**

**Date:** April 17, 2024 **File No.:** 631581AM  
**Property:** Vacant Land, Ellensburg, WA 98926  
**Buyer/Borrower:** Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below  
**Seller:** Ann Beaudoin and Paul Beaudoin

*In connection with the above referenced transaction, we are delivering copies of the Title Commitment to the following parties:*

***Listing Agent:***

Windermere Real Estate East, Inc  
14405 SE 36th St., Ste. 100  
Bellevue, WA 98006  
Attn: Renee Vanous

***Selling Agent:***

Attn:

***Lender:***

Attn:

***Seller:***

Ann Beaudoin and Paul Beaudoin

***Buyer/Borrower:***

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below

Customer Reference No.  
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# Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

**Escrow Officer:**

WFG National Title Co  
Teresa Jamieson  
2102 N Pearl St., Ste. 105  
Tacoma, WA 98406  
tjamieson@wfgtitle.com  
(253) 761-8008

**Title Officer**

Dallas Thornton  
208 W Ninth, Ste. 6  
Ellensburg, WA 98926  
dallas.thornton@kittitastitle.com  
(509) 933-4324

**Email escrow closing documents to:**

tjamieson@wfgtitle.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.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**WESTCOR LAND TITLE INSURANCE COMPANY**  
(ALTA Adopted 07-01-2021)

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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 Amount of Insurance and the name of the Proposed Insured.

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

**WESTCOR LAND TITLE INSURANCE COMPANY**

**Issued By:**  
: Kittitas Title and Escrow

*Dallas Thornton*

Authorized Signatory



By: Mary O'Donnell  
Mary O'Donnell - President

Attest: Donald A. Berube  
Donald A. Berube - Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. INTENTIONALLY OMITTED**

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

Issuing Agent: Kittitas Title and Escrow

Issuing Office: 208 W Ninth, Ste. 6, Ellensburg, WA 98926

Customer Reference No.:

Issuing Office File Number: 631581AM

Property Address: Vacant Land, Ellensburg, WA 98926

Commitment No.: 1

**SCHEDULE A**

1. Commitment date: **April 12, 2024 at 7:30 A.M.**

2. Policy to be issued:

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

**Proposed Policy Amount:**

**Premium: \$0.00**

**Proposed Insured:**

**Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below**

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

**Proposed Policy Amount:**

**Premium: \$0.00**

**Endorsements:**

**Premium:**

**Proposed Insured:**

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

**FEE SIMPLE**

4. The Title is, at the Commitment Date, vested in:

**Ann J. Beaudoin and Paul H. Beaudoin, a married couple**

5. The Land is described as follows:

**See attached Exhibit 'A'**

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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:
7. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

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

8. All documents recorded after December 31, 1996 must comply with the "Document Standardization Bill", a summary of which is available on request. Failure to comply with the bill will result in the County Auditor refusing to record document(s) without a specialized cover sheet and an extra \$50.00 recording fee.

**Format:**

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 1/2" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information must appear on the first page:

Title or title of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any. Abbreviated legal description (lot, block, plat name or section, township, range and quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left .

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9. 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. When E-Recording documents require excise clearance, checks must be made payable to Kittitas Title and Escrow.
10. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
11. According to the available County Assessor's Office records or information provided to the company, the purported address of said Land is:  
Vacant Land, Ellensburg, WA 98926
12. The interest of the proposed insured will be subject to the community interest of the spouse or domestic partner, if married or in a domestic partnership at date of acquiring said interest, and further subject to matters which the records may disclose against the name of said spouse or domestic partner.
13. In the event that the property described herein is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the property must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such property.
14. Our examination of the title to the subject property discloses no open Deeds of Trust or Mortgages of record. The accuracy of this conclusion should be confirmed in writing prior to closing of the proposed transaction.

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## 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. As of the date hereof there are no matters against Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below which would appear as exceptions in the policy to issue, except as shown herein.
- D. We find no activity in the past 24 months regarding transfer of title to subject property.
- E. If a deed of trust is contemplated as a part of this transaction, the correct name to be entered as the trustee is Kittitas Title and Escrow

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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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. 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.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. 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
10. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
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. 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

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Total Annual Tax: \$1,815.13  
Tax ID #: 950230  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$907.57  
First Installment Status: Due  
First Installment Due/Paid Date: April 30, 2024  
Second Installment: \$907.56  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2024  
Levy Code: 22  
Land use/DOR code: 91  
Land Value: \$194,000.00  
Improvements: \$7,500.00

13. Liens, levies and assessments of the High Ranch Homeowner's Association.
14. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. [208267](#), no search having been made therefore.

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

15. Certain easements as delineated on that certain Survey recorded April 11, 1988, in Book 15 of Surveys, at page 144 and 145, under Kittitas County Auditor's File No. [511668](#), records of Kittitas County, State of Washington, being a portion of Section 2, Township 17 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, and as further expanded and clarified on that certain "Declaration of Easements" dated the 15th day of April, 1988, and recorded on the 25th day of April, 1988, under Kittitas County Auditor's File No. [511975](#).
16. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Richard J. Crowder and Janet C. Crowder, husband and wife, in their individual and marital capacities and as co-personal representatives of the Estate of Anges Montgomery Catlin, Kittitas County Probate Cause No. 82-4-00015-9, and Richard J. Crowder, as personal representative of the Estate of Norma Jean Catlin, Thurston County Probate Cause No. 82-4-00280-6, their heirs, successors and assigns.  
Recorded: April 29, 1988  
Book: 274, Page 221  
Instrument No.: [512064](#)  
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.
17. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: February 17, 1999  
Book: 24 Page: 22 through 26  
Instrument No.: [199902170040](#)  
Matters shown:  
a) Easement "Q"

Correction recorded March 18, 1999, under Auditor's File No. [199903180009](#), Book 24, page 48.

18. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,  
Recorded: October 8, 1999  
Book: 24 Page: 155 through 158

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Instrument No.: [199910080039](#)

Matters shown:

- a) Easements thereon
- b) Notes thereon

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 Sound Energy Company, et al

Purpose: Underground pipes

Recorded: December 2, 1999

Instrument No.: [1999120200020](#)

Affects: Portion of said premises and other land

20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Purpose: Ingress, egress and utilities

Recorded: December 2, 1999

Instrument No.: [199912020021](#)

Affects: A portion of said premises

21. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: August 1, 2000

Instrument No.: [200008010057](#)

Modification(s) of said covenants, conditions and restrictions

Recorded: February 16, 2001

Instrument No: [200102160011](#)

Modification(s) of said covenants, conditions and restrictions

Recorded: March 3, 2009

Instrument No: [200903030016](#)

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: Darrel J. Storkson and Marjorie Storkson, husband and wife, and David G. Hudson and Donna Hudson, husband and wife, and Ian Elliot and Sandra J. Elliot, husband and wife

Purpose: Non-exclusive easement and right of way for utilities, ingress and egress over and across the Property

Recorded: October 24, 2003

Instrument No.: [200310240041](#)

Affects: Portion of said premises

First Amendment to Declaration of Nonexclusive Easement for Utilities, Ingress and Egress recorded March 3, 2009, under Auditor's File No. [200903030017](#).

23. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,

Recorded: November 29, 2005

Book: 32 Page: 16 through 18

*This page is only a part of a 2021 ALTA Commitment for Title Insurance. 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 signature by the Company or its issuing agent that may be in electronic form.*

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Instrument No.: [200511290021](#)

Matters shown:

- a) 60' access and utility easement
- b) Notes contained thereon

24. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,

Recorded: November 29, 2005

Book: 32 Page: 15

Instrument No.: [200511290020](#)

Matters shown:

- a) High Ranch Road 60' access and utility easement

Amendment recorded January 9, 2006, Book 32, page 39, under Auditor's File No. [200601090034](#).

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: Puget Sound Energy, Inc., a Washington Corporation

Purpose: Utility systems

Recorded: October 25, 2007

Instrument No.: [200710250017](#)

Affects: A portion of said premises

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: D&H Ranch, Inc., a Washington Corporation

Purpose: Ingress, egress and utilities

Recorded: March 3, 2009

Instrument No.: [200903030018](#)

Affects: A portion of said premises

Re-recorded: April 9, 2009

Instrument No.: [200904090038](#)

Re-recorded: April 14, 2009

Instrument No.: [200904140034](#)

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: Mary L. Morgan, a single person

Purpose: Maintenance and repair

Recorded: February 22, 2013

Instrument No.: [201302220008](#)

Affects: A portion of said premises

28. 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.

## END OF SCHEDULE B

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**EXHIBIT 'A'**

File No. 631581AM

Parcels C and C1 of that certain Survey recorded January 9, 2006, in Book 32 of Surveys, Page 39, under Auditor's File No. 200601090034, records of Kittitas County, State of Washington; being a portion of Section 35, Township 18 North, Range 17 East, W.M., Kittitas County, State of Washington.

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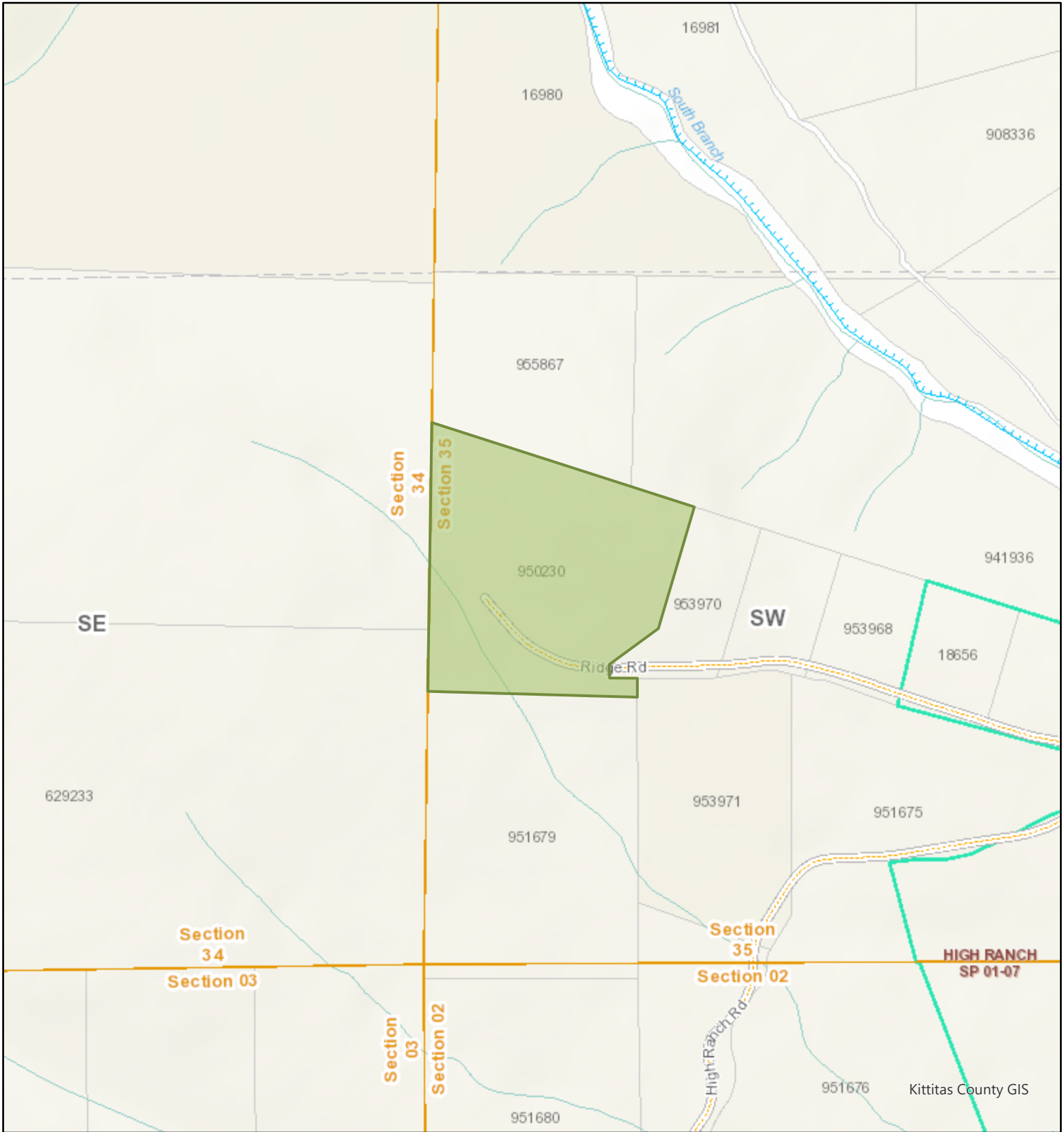
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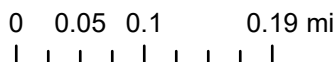


# Kittitas County COMPAS Map



Date: 4/16/2024

1 inch equals 752 feet



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