

Customer Reference No.
File No. 401945AM



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

TITLE COMMITMENT ATTACHED
Report No.: 3

Date: October 6, 2020 **File No.:** 401945AM

Property: 41 Ranch Rd, Cle Elum, WA 98922

Buyer/Borrower: SSHI, LLC, a Delaware limited liability company,
dba D. R. Horton

Seller: Cle Elum Pines West, LLC, a Washington limited
liability company and James K. Schuler and Cle
Elum Pines West and James K Shuler &
Associates

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

Listing Agent:
Attn:

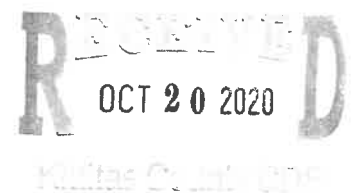
Selling Agent:
Attn:

Lender:

Attn:

Seller:
Cle Elum Pines West, LLC, a Washington limited
liability company and James K. Schuler and Cle
Elum Pines West and James K Shuler &
Associates

Buyer/Borrower:
SSHI, LLC, a Delaware limited liability company,
dba D. R. Horton



Customer Reference No.
File No. 401945AM



101 W Fifth Ave., Ellensburg, WA 98926
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:

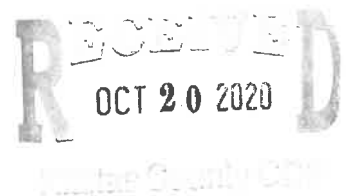
Chicago Title Company
Michael Costello
701 5th Ave., Ste. 2700
Seattle, WA 98104
michael.costello@ctt.com
(206) 628-5600

Title Officer

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

Email escrow closing documents to:

michael.costello@ctt.com



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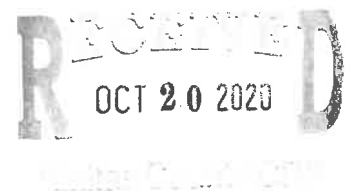
101 W Fifth Ave., Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

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.





RECEIVED
OCT 20 2020
Katie C. Smith, DDS

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].



- (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) 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.

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- (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 [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.

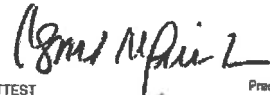
8. PRO-FORMA POLICY

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.

CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: **AmeriTitle, LLC**

By:


 ATTEST President


 Secretary

Countersigned: 

 Authorized Signatory

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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.: 203633-NCS
Issuing Office File Number: 401945AM
Property Address: 41 Ranch Rd, Cle Elum, WA 98922
NKA Ranch Rd, Cle Elum, WA 98922
NKA WA

SCHEDULE A

1. Commitment date: **September 28, 2020 at 7:30 A.M.**

2. Policy to be issued:

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

Rate: Subdividers	Proposed Policy Amount:	\$850,000.00
	Premium:	\$897.00
	Sales Tax:	\$74.45

Proposed Insured:

SSHI, LLC, a Delaware limited liability company, dba D. R. Horton

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

Rate: Purchasers	Proposed Policy Amount:	\$100,000.00
	Premium:	\$0.00
	Sales Tax:	\$0.00

Endorsements: 8.1-06 and 9-06 **\$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 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:

Cle Elum Pines West, LLC, a Washington limited liability company, as to a portion of said premises and James K. Schuler, a married man, presumptively subject to the community interest of his spouse, as to a portion of said premises

[200602100056](#) [200505240044](#) [200505130053](#) [200505120045](#) [200505240043](#)

5. The Land is described as follows:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, RANCH ROAD PERFORMANCE BASED CLUSTER PLAT, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 13 of Plats, pages 18 through 22, records of said County.

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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: Lots 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, RANCH ROAD PERFORMANCE BASED CLUSTER PLAT, Book 13 of Plats, pgs 18-22.
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. Pursuant to information previously provided to the Company, we note the following party/parties is/are authorized to sign on behalf of the named entity. In the event of any revision to said authorization, the Company must be notified immediately, and provided with evidence of the identity and authority of any party/parties to execute the forthcoming instrument(s); the Company makes no further commitment pending review of any such evidence.
Entity: Cle Elum Pines West LLC
Authorized Signatories: Patrick D. Deneen, as Manager
9. Any conveyance or encumbrance executed by the herein named party must also be executed by the spouse or domestic partner of said party, if married or in a domestic partnership. Named party: James K. Schuler
10. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of SSHI, LLC, dba D.R. Horton.
11. The company will require completion of an Owner's Affidavit and Indemnity by the owners of the property herein described.
12. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

13. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this 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.

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:
41 Ranch Rd, Cle Elum, WA 98922
- E. NKA Ranch Rd, Cle Elum, WA 98922
- F. As of the date hereof there are no matters against SSHI, LLC, a Delaware limited liability company, dba D. R. Horton which would appear as exceptions in the policy to issue, except as shown herein.
- G. We find no activity in the past 24 months regarding transfer of title to subject property.

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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.

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: 2020
Tax Type: County
Total Annual Tax: \$398.34
[Tax ID #: 960984](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$398.34
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 5

11. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$303.39
[Tax ID #: 960985](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$303.39
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 6

12. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$325.03
[Tax ID #: 960986](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$325.03
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 7

13. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$262.28
[Tax ID #: 960987](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$262.28
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 8
14. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$233.02
[Tax ID #: 960988](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$233.02
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 9
15. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$230.65
[Tax ID #: 960989](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$230.65
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 10
16. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$230.65
[Tax ID #: 960990](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$230.65
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 11

17. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$314.95
[Tax ID #: 960991](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$314.95
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 12
18. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$259.91
[Tax ID #: 960992](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$259.91
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 13
19. Tax Year: 2020
Tax Type: County
Total Annual Tax: \$226.00
[Tax ID #: 960993](#)
Taxing Entity: Kittitas County Treasurer
First Installment: \$0.00
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2020
Second Installment: \$226.00
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2020
Affects: Lot 14
20. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
21. Liens, levies and assessments of the Ranch on Swauk Creek Owners' Association.

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: The Pacific Telephone and Telegraph Company

Purpose: Right to erect and maintain poles with necessary wires and fixtures thereon

Recorded: November 28, 1925

Instrument No.: [79814](#)

Book 43 of Deeds, Page 39

Affects: A portion of the Northeast Quarter of the Northeast Quarter of said Section 28

Said easement was assigned to Ellensburg Telephone Company by deed recorded September 21, 1959, in Book 105 of Deeds, page 33, under Kittitas County Auditor's File No. [278670](#).

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

Granted To: The Pacific Telephone and Telegraph Company

Purpose: The right to erect and maintain poles with necessary wires with fixtures thereon

Recorded: July 12, 1929

Instrument No.: [96346](#)

Book 47 of Deeds, Page 461

Affects: The Southeast Quarter of the Northeast Quarter of said Section 28

Said easement was assigned to Ellensburg Telephone Company by deed recorded September 21, 1959 in Volume 105, page 33, under Auditor's File No. [278670](#).

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

Granted To: Ellensburg Telephone Company

Purpose: Irrigation ditches

Recorded: September 25, 1967

Instrument No.: [341869](#) and [341870](#)

25. Agreement and the terms and conditions contained therein

Between: Kenneth J. Hartman and Ruthie J. Hartman, husband and wife, and Donald A. Hartman and Ruth Dahlgren Hartman, husband and wife

And: The State of Washington

Purpose: State Route 131

Dated: February 8, 1973

Volume 37 of Deeds, page 399

Instrument No.: [380924](#)

26. Agreement and the terms and conditions contained therein

Between: Kenneth J. Hartman and Ruthie J. Hartman, husband and wife, Donald A. Hartman and Ruth Dahlgren Hartman, husband and wife

And: The State of Washington

Recorded: September 14, 1977

Instrument No.: [416393](#)

27. Water System Agreement, including the terms and provisions thereof,

Between: Ridgway, LLC and public

Recorded: December 9, 2002

Instrument No.: [200212090026](#)

28. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Mountain Creek Homeowner's Association
Purpose: Retention pond and drainage
Recorded: October 14, 2003
Instrument No.: [200310140059](#)
29. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by [Haskell Short Plat Amendment](#),
Recorded: July 19, 2004
Book: G of Short Plats Page: 171 through 174
Instrument No.: 200407190004
Matters shown:
a) Dedication contained thereon;
b) Notes contained thereon;
c) 40 foot Irrigation ditch right-of-way;
d) Burke-Hartman ditch;
e) FEMA floodplain limits (Zone A)
f) 10 foot drainage easement
30. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by [Berry Short Plat Amendment](#),
Recorded: July 19, 2004
Book: G of Short Plats Pages: 175 through 178
Instrument No.: 200407190005
Matters shown:
a) Survey notes contained thereon;
b) General notes contained thereon;
c) Dedication contained thereon;
d) Note: The existing utilities as shown are only approximate and are based on the best available information. It shall be the contractor's responsibility to verify the size, type, location and depth of all existing utilities prior to starting construction and inform the design engineer of any discrepancies;
e) Note: Area dedicated to Kittitas County for road purposes on the Berry Short Plat No. 01-20. This land and any easements will be vacated and attached to Lots 1 through 4 as shown upon recording of this short plat amendment;
f) Centerline of Burke-Hartman irrigation ditch;
g) 10' irrigation ditch right-of-way;
h) 30' irrigation ditch right-of-way;
i) 10' drainage easement
j) 40' x 30' common access driveway easement
31. 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: January 14, 2019
Instrument No.: [201901140027](#)

Replaces and supercedes Covenants and Amended Covenants recorded under Auditor's File Nos. [200102260017](#), [200102260020](#), [200203190042](#), [200406280001](#) and [200509300063](#).

32. 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: March 12, 2008

Instrument No.: [200803120033](#)

Modification(s) of said covenants, conditions and restrictions

Recorded: March 7, 2019

Instrument No: [201903070001](#)

33. Agreement and the terms and conditions contained therein

Between: James K. Schuler

And: Tudor J. Thomas and Mary R. Thomas

Purpose: For use and maintenance of an easement for ingress and egress

Recorded: March 13, 2019

Instrument No.: [201903130003](#)

Affects: Lot 4 of Berry Short Plat.

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

[Ranch Road Performance Based Cluster Plat.](#)

Recorded: April 8, 2019

Book: 13 of Plats, Pages: 18 through 22

Instrument No.: 201904080044

Matters shown:

a) Location of open space area

b) Approximate location of proposed trail

c) Existing 40' irrigation ditch right of way

d) Location of proposed recreation facility affecting Lot 14

e) Notes contained thereon

f) Dedication contained thereon

35. Non-Exclusive Domestic Water Franchise, including the terms and provisions thereof,

Recorded: April 9, 2019

Instrument No.: [201904090014](#)

Between: Kittitas County

And: The Ranch on Swauk Creek

36. Effect, if any, of a Quit Claim Deed,

From: James K. Schuler, a married man as his separate estate

To: Cle Elum Pines West LLC, a Washington limited liability company

Recorded: August 11, 2020

Instrument No.: [202008110055](#)

Affects: Lots 2 and 4 of Parcel 2

We will require the spouse of James K. Schuler to acknowledge said transfer.

37. Effect, if any, of a Quit Claim Deed,
From: James K. Schuler, a married man as his separate estate
To: Cle Elum Pines West LLC, a Washington limited liability company
Recorded: August 11, 2020
Instrument No.: [202008110056](#)
Affects: Lot 4 of Parcel 3

We will require the spouse of James K. Schuler to acknowledge said transfer.

38. Effect, if any, of a Quit Claim Deed,
From: James K. Schuler & Associates, Inc., a Hawaii corporation
To: Cle Elum Pines West LLC, a Washington limited liability company
Recorded: August 11, 2020
Instrument No.: [202008110057](#)
Affects: Lot 3 of Parcel 3

We find no record of James K. Schuler & Associates, Inc., a Hawaii corporation having an interest in said property.

39. Effect, if any, of a Quit Claim Deed,
From: James K. Schuler, a married man as his separate estate
To: Cle Elum Pines West LLC, a Washington limited liability company
Recorded: August 11, 2020
Instrument No.: [202008110058](#)
Affects: Lot 1 of Parcel 2

We will require the spouse of James K. Schuler to acknowledge said transfer.

40. Any right, title and interest of Cle Elum Pines West LLC, a limited liability company,
As disclosed by: Quit Claim Deed(s)
Recorded: August 11, 2020
Instrument No.: [202008110055](#), [202008110056](#), [202008110057](#) and [202008110058](#)
Affects: Parcels 2 and 3

END OF SCHEDULE B

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form).