

RECEIVED
MAY 20 2024

CHICAGO TITLE INSURANCE COMPANY

Kittitas County CDS

Policy No. 72156-48474154

GUARANTEE

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

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

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

Dated: April 19, 2024

Issued by:

AmeriTitle, LLC

503 N Pearl St., Ste 101

Ellensburg, WA 98926

(509) 925-1477

Steven Dougherty
Authorized Signer

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

Subdivision Guarantee Policy Number: 72156-48474154

CHICAGO TITLE INSURANCE COMPANY



By:

[Signature]

President

ATTEST

[Signature]

Secretary

SUBDIVISION GUARANTEE

Order No.: 630192AM
Guarantee No.: 72156-48474154
Dated: April 23, 2024 at 7:30 A.M.

Liability: \$1,000.00
Premium: \$350.00
Premium Tax: \$29.40
Additional Section Charge: \$150.00
Section Charge Tax: \$12.60

Assured: Cruse & Associates

The assurances referred to on the face page are:

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

See attached Exhibit 'A'

Title to said real property is vested in:

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

END OF SCHEDULE A

Subdivision Guarantee Policy Number: 72156-48474154

(SCHEDULE B)

Order No: 630192AM
Policy No: 72156-48474154

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

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
5. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

6. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: <http://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$1,516.41
Tax ID #: 667934
Taxing Entity: Kittitas County Treasurer
First Installment: \$758.21
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$758.20
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$116.82
Tax ID #: 697934
Taxing Entity: Kittitas County Treasurer
First Installment: \$58.41
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$58.41
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$2,591.13
Tax ID #: 657934
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,295.07
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$1,295.06
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$9.14
Tax ID #: 769133
Taxing Entity: Kittitas County Treasurer
First Installment: \$9.14
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$96.99
Tax ID #: 068336
Taxing Entity: Kittitas County Treasurer
First Installment: \$48.50
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$48.49
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$30.70
Tax ID #: 251936
Taxing Entity: Kittitas County Treasurer
First Installment: \$30.70
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$443.80
Tax ID #: 779133
Taxing Entity: Kittitas County Treasurer
First Installment: \$221.90
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$221.90
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$2,937.54
Tax ID #: 889133
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,468.77
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$1,468.77
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$38.31
Tax ID #: 520436
Taxing Entity: Kittitas County Treasurer
First Installment: \$38.31
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$150.80
Tax ID #: 859133
Taxing Entity: Kittitas County Treasurer
First Installment: \$75.40
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$75.40
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$9.98
Tax ID #: 789133
Taxing Entity: Kittitas County Treasurer
First Installment: \$9.98
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$0.00
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$58.46
Tax ID #: 799133
Taxing Entity: Kittitas County Treasurer
First Installment: \$29.23
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$29.23
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

Tax Year: 2024
Tax Type: County
Total Annual Tax: \$361.63
Tax ID #: 899133
Taxing Entity: Kittitas County Treasurer
First Installment: \$180.82
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2024
Second Installment: \$180.81
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2024
Said tax parcel does not have a separate legal description.

7. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in [Book 82 of Deeds, page 69](#), under Kittitas County Auditor's File No. 208267, none due and payable as of date of closing.

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

8. An Easement for a water ditch and canal over and across the Northeast of the Southwest Quarter of said Section 34, as conveyed by Agreement to the West Side Irrigating Company, dated June 15, 1889, recorded in [Book "V" of Deeds, page 281](#), and across the West Half of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of said Section 34, as conveyed to the West Side Irrigating Company, by deed dated March 27, 1894, and recorded in [Book 26 of Deeds page 89](#).
By an Agreement executed by Flora H. Burton and the West Side Irrigating Company, dated June 10, 1930, recorded in [Book 48 of Deeds, page 530](#), the description contained in said Agreement recorded in [Book "V" of Deeds, page 281](#), is corrected to read that said ditch shall cross the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of said Section 34.
9. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Chicago, Milwaukee and St. Paul Railway Company
Recorded: October 24, 1906
Instrument No.: 16897
[Book 14 of Deeds, page 176](#)
10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: The Chicago, Milwaukee, and St. Paul Railway Company of Washington
Book: 14 of Deeds, Pages: [229](#), [257](#), [258](#) and [384](#)
Instrument No.: 17194, 17272, 17273 and 17705

11. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Chicago, Milwaukee and St. Paul Railway Company
Recorded: March 6, 1907
Instrument No.: 18432
[Book 14 of Deeds, Page 574](#)
12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: West Side Irrigation Company, a corporation
Purpose: Right of way for canal
Recorded: August 8, 1913
Book 26 of Deeds, Pages [93](#) and [95](#)
Instrument No.: 35535 and 35537
As follows:
"Said deeds provide that second party is granted full power and authority to enter upon, excavate, repair, improve and operate said canal."
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Irrigation ditch
Filed: July 3, 1917
[Civil Case No.: 5531](#), entitled "C. E. Thompson and Alice Thompson, his wife, vs. John Catlin, Claude Catlin and Art Snyder"
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Chicago, Milwaukee and St. Paul Railroad Company
Purpose: Electric transmission system
Recorded: April 26, 1918
Instrument No.: 48562
[Book 32 of Deeds, page 253](#)
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Chicago, Milwaukee, St. Paul and Pacific Railway Company
Purpose: Irrigation ditch
Recorded: March 12, 1921
Instrument No.: 61757
[Book 34 of Deeds, Page 623](#)
As follows:
Reserving to the grantors sufficient water to irrigate that portion of their lands lying below said ditch, upon the condition that the grantee shall install a good substantial bridge across said ditch so that the Grantee, their successors and assigns shall have a crossing, for stock and machinery."
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: Electric Transmission
Recorded: April 15, 1926
Instrument No.: 81324
[Book 43 of Deeds, Page 270](#)

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

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: Puget Sound Power and Light Company
Purpose: Maintain an electric transmission and distribution line
Recorded: April 15, 1926 and April 19, 1926
Instrument No.: 81324 and 81384
Book 43 of Deeds, pages [270](#) and [275](#)

"The grantor, their heirs or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of 300 feet of said line without giving reasonable notice in writing to the grantee, its successors and assigns, of their intention to do so."
18. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: Electric Transmission and distribution line
Recorded: April 22, 1926
Instrument No.: 81430
[Book 43 of Deeds, Page 283](#)
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 Power and Light Company
Purpose: Electric transmission system
Recorded: June 2, 1926
Instrument No.: 82086
[Book 43 of Deeds, page 400](#)
20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Cascade Lumber Company
Purpose: A right of way 75 feet in width
Recorded: March 3, 1927
Instrument No.: 85137
[Book 45 of Deeds, page 191](#)
Said deed containing the following waiver:

"The consideration aforesaid is also in full settlement and satisfaction of any and all claims and demands for damages to any and all lands of the grantors adjacent or adjoining the above-described right of way or any part thereof by reason of the location, construction, maintenance and operation by the grantee, its successors or assigns, of a logging or other railway over and upon the above-described right of way."
21. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: County of Kittitas, State of Washington
Purpose: Road
Recorded: June 29, 1933
Instrument No.: 112958
[Book 54 of Deeds, page 61](#)
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: Kittitas Reclamation District
Purpose: Irrigation ditch known as the "Bruton Ditch"
Recorded: December 27, 1935
Instrument No.: 124651
[Book 56 of Deeds, page 222](#)

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: Clair Knoke and Ella L. Knoke, his wife
Purpose: Right of way
Recorded: April 10, 1939
Instrument No.: 146241
[Book 61 of Deeds, page 37](#)
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: Puget Sound Power and Light Company
Purpose: Electric transmission and distribution line
Recorded: October 27, 1939
Instrument No.: 149957
[Book 61 of Deeds, page 431](#)
Said easement provides as follows:

"Grantors, her heirs and assigns, covenant and agree that she will not do any blasting or discharge any explosives within a distance of 300 feet of the said line without giving reasonable notice in writing to the grantee, its successors and assigns, of her intention so to do."
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 Power and Light Company
Purpose: Electric transmission and distribution line
Recorded: October 27, 1939
Instrument No.: 149959
[Book 61 of Deeds, page 434](#)
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: Kittitas Reclamation District
Purpose: Pipeline
Recorded: June 10, 1948
Instrument No.: 201673
[Book 79 of Deeds, page 147](#)
27. Relinquishment of right of access to State Highway and of light, view and air, under terms of deed to the State of Washington, recorded May 25, 1964, in [Book 115 of Deeds, page 270](#), under Kittitas County Auditor's File No. 312857.
28. Permit to construct an irrigation ditch 20 feet in width over this and other property, granted to the State of Washington by instrument recorded May 25, 1964, in [Book 115 of Deeds, page 272](#), under Kittitas County Auditor's File No. 312858, together with the right of ingress and egress to and from said property.
29. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: State of Washington
Purpose: To construct and maintain irrigation head ditch
Recorded: May 25, 1964
Instrument No.: 312859
[Book 115 of Deeds, page 273](#)

30. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: Electric line
Recorded: August 28, 1964
Instrument No.: 315085
[Book 116 of Deeds, page 277](#)
31. Relinquishment of all existing, future or potential easements for access, light, view and air, and all rights of ingress, egress and regress to, from and between said premises and the highway or highways constructed on lands condemned by proceedings under Kittitas County, [Superior Court Cause No. 16129](#), entitled "The State of Washington, Petitioner, vs. William C. Harrell and Hazel Harrell, his wife; Richard E. Lang and Barbara N. Lang, his wife; and Kittitas County, Respondents."
32. Rights of ingress and egress, if any, (including all existing, future or potential easements of access, light, view and air) to, from and between Primary State Highway No. 3 and the above described land. Except that there shall be reasonable access to the 'B' line and also the 'C' line of said Primary State Highway No. 3, as provided in Decree entered October 16, 1964, in Superior Court of Kittitas County, in [Civil Cause No. 16066](#), in favor of the State of Washington and against Schaake Packing Company, Inc., et al.
33. Release of damages recorded January 17, 1966 in [Book 121 of Deeds, page 273](#), under Auditor's File No. 326976, executed by William Harrell and Hazel Harrell, husband and wife, to the State of Washington, releasing the State of Washington from all future claims for damages resulting from the interruption of the present irrigation system. Said release affects the South Half of the Southwest Quarter and the Southeast Quarter of Section 4, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.
34. Terms and conditions of Decree filed May 21, 1979, in favor of Ben F. George, and against Black Angus Cattle Company, Inc., Defendant, in Kittitas County [Superior Court Cause No. 20894](#), enjoining Defendant from operating sprinklers during windy conditions, from any closer than the third riser from the common boundary.
35. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: Electric transmission and distribution system
Recorded: April 28, 1982
Instrument No.: [461049](#)
36. Agreement, and the terms and conditions thereof, dated November 18, 1983, by and between Kittitas County Fire Protection District No. 1 and Black Angus Cattle Company. Said agreement recorded December 15, 1983 under Auditor's File No. [475853](#). Said agreement provides for the installation, operation and maintenance of a mobile relay station. The exact location of the structure is unknown, but shall be in a non-interfering area within the confined wind turbine plat and shall be designated on an "as is" plan.
Affects: Property formerly belonging to Black Angus Cattle Company

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

37. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: Electric transmission and distribution line
Recorded: May 16, 1986
Instrument No.: [495565](#)
Book 244, Page 564

Said document provides in part as follows:

"Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or other structure on the Right-of-Way and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent."

38. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: September 28, 1987
[Book: 15 of Surveys, Page 98](#)
Instrument No.: 508040
Matters shown:
a) Approximate location of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way
b) Boundaries of the Yakima River and Taneum Creek
c) Location of fencelines in relation to the right of way of Taneum Rd
d) Notes thereon
39. The provisions contained in Instrument,
From Stuart C. Anderson, also appearing of record as Stuart T. Anderson, and Helen Ranta Anderson, husband and wife, individually and as to any interest of the marital community composed of them, and also as partners, d/b/a Ranta and Anderson, and Stuart C. Anderson as attorney in fact for Christopher Anderson Gee, formerly Christopher C. Anderson, as her separate property
Recorded: November 16, 1987,
Instrument No.: [509131](#)
Book 268, page 629
As follows:
"Subject to the prohibition that Grantee, its heirs, successors or assigns shall not park vehicles or otherwise obstruct Grantors' property over which the easements lie."
Affects: Portions of said premises as described in said document
40. An unrecorded lease (No. 84019) with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessor: State of Washington, Department of Natural Resources
Lessee: Stuart C. Anderson and Helen Ranta Anderson
Recorded: November 16, 1987
Instrument No.: [509131](#)
Exact location is undisclosed
41. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: Springwood Investment Corporation, a Washington corporation
Recorded: November 16, 1987
Instrument No.: [509131](#)

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

42. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Bureau of Reclamation, United States Department of the Interior
Purpose: Ingress and egress for construction, operation and maintenance of the Westside Canal and fish facilities
Recorded: May 24, 1988
Instrument No.: [512576](#)

Said document provides in part as follows:

"The perpetual easement precludes the Vendor, or its assigns, from erecting any building or structure on the easement area without the written permission by the proper officer of the United States or its assigns. The easement does not preclude the Vendor, or its assigns, from using this easement granted to the United States, or will not endanger any of its property."

43. Agreement and the terms and conditions contained therein
Between: State of Washington, Washington State Parks and Recreation Commission
And: Springwood Ranch Corporation
Purpose: Operating, maintaining, repairing, replacing and using four (4) existing vehicular crossings, (herein "facilities"), across, along, in, upon and under State's property as described therein
Recorded: April 21, 1999
Instrument No.: [199904210002](#)
44. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Granted To: AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.)
Recorded: May 16, 2008
Instrument No.: [200805160046](#)

Supplemental Notice filed October 19, 2009 under Auditor's File No. [200910190016](#).

45. 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.
Purpose: Transmission, distribution and sale of electricity
Recorded: May 29, 2015
Instrument No.: [201505290020](#)
46. Memorandum of Real Estate Purchase and Sale Agreement and the terms and conditions contained therein
Between: Springwood Ranch Corporation, a Washington corporation and Springwood Investment Corporation, a Washington corporation
And: The Trust for Public Land, a California nonprofit public benefit corporation
Recorded: August 12, 2022
Instrument No.: [202208120057](#)
47. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein and such other exceptions as may appear necessary upon recording thereof,
Lessee: Gress Cattle Company
Disclosed by: Purchase and Sale Agreement
Date: August 8, 2022
48. Right of way for Taneum County Road of unknown width and location as disclosed by various deeds of record.
49. Discrepancies between assessor's map and legal descriptions of record that may affect the acreage and boundaries, which a correct survey may disclose.

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50. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Unknown creeks or streams, if it is navigable.
51. Any question of location, boundary or area related to the Unknown creeks or streams, including, but not limited to, any past or future changes in it.
52. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Unknown Lakes or Ponds, if it is navigable.
53. Any question of location, boundary or area related to the Unknown Lakes or Ponds, including, but not limited to, any past or future changes in it.
54. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Yakima River, if it is navigable.
55. Any question of location, boundary or area related to the Yakima River, including, but not limited to, any past or future changes in it.
56. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Taneum Creek, if it is navigable.
57. Any question of location, boundary or area related to the Taneum Creek, including, but not limited to, any past or future changes in it.
58. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
59. 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 EXCEPTIONS

Notes:

- a) 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: Ptns W Half SW Quarter and the SE Quarter of the SW Quarter and that ptn of the NE Quarter of the SW Quarter and of the W Half of the SE Quarter of Section 34, Township 19N, Range 17E, W.M. and ptns Sections 3 and 4, Township 18 North, Range 17 East, W.M.
- b) 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.

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

END OF GUARANTEE

EXHIBIT 'A'

File No. 630192AM

TRACT 1

The West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter and that portion of the Northeast Quarter of the Southwest Quarter and of the West Half of the Southeast Quarter of Section 34, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the South and West boundary line of the right of way of the Burlington Northern Railway Company, and lies South and East of the Southeasterly bank of the bank of the Yakima River.

EXCEPT:

1. A strip of land 100 feet in width running from the West line to the East line of the Southwest Quarter of the Southwest Quarter of said Section, as conveyed to the Chicago, Milwaukee and St. Paul Railway Company of Washington, dated October 18, 1906, recorded in [Book 14 of Deeds, page 176](#);
2. A strip of land 100 feet in width running from the West side to the South side of the Southeast Quarter of the Southwest Quarter of said Section, as conveyed to the Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated March 6, 1907, and recorded in [Book 14 of Deeds, page 574](#);
3. A tract of land within the Southwest Quarter of said Section, having an approximate width of 20 feet, being 10 feet on each side of the center line of that certain canal known as the "Bruton Ditch", and rights of way used in connection with said ditch, as conveyed to the Kittitas Reclamation District, by deed dated December 2, 1935, recorded in [Book 56 of Deeds, page 222](#);
4. Right of way for West Side Canal;
5. Parcel 5 of that certain survey as recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. [508040](#), records of Kittitas County, Washington; being a portion of Sections 33 and 34, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington, and also a portion of Section 4, Township 18 North, Range 17 East, W.M., County of Kittitas, State of Washington.

AND EXCEPT any mobile homes located on said premises.

TRACT 2:

That portion of Parcel 5 of that certain survey recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. [508040](#), records of Kittitas County; lying within Section 4, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

TRACT 3:

Tract 3 Parcel 1:

That portion of Government Lots 1 and 2 of Section 4, Township 18 North, Range 17 East, W.M., Kittitas County, Washington, which is bounded by a line described as follows: Beginning at the North

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Quarter corner of said Section 4, thence South 01°53'30" West along the West line of said Government Lot 2, 1074.41 feet; thence North 77°34'30" East, 2004.47 feet; thence North 02°17'00" East, 643.10 feet to the North boundary of said Section 4; thence West along said North line to the point of beginning.

EXCEPTING FROM TRACT 3 PARCEL 1 DESCRIBED ABOVE:

1. Any portion thereof lying Easterly of the following described line;

Line "A" as delineated on that certain survey as recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. [508040](#), records of Kittitas County, Washington;

2. Parcel 5 of that certain survey recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. [508040](#), records of Kittitas County; being a portion of Sections 33 and 34, Township 19 North, Range 17 East, W.M., and also a portion of Section 4, Township 18 North, Range 17 East, W.M., all in Kittitas County, Washington;

3. A tract of land within the Southwest Quarter of the Northeast Quarter, and in Government Lots 1 and 2 of said Section, having an approximate width of 20 feet, being 10 feet on each side of the center line of that certain canal known as the "Bruton Ditch", and rights of way used in connection with said ditch, as conveyed to the Kittitas Reclamation District, by deed dated December 2, 1935, recorded in [Book 56 of Deeds, page 222](#);

4. Any portion lying within the following described tract:

That portion of Government Lot 1, Section 4, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

A tract of land bounded by a line beginning at the Northeast corner of said lot, and running thence West along the North boundary line thereof 660 feet; thence South 660 feet; thence East 660 feet to the East boundary line of said lot; and thence North along the East boundary line of said lot 660 feet to the point of beginning.

Tract 3 Parcel 2:

Government Lots 1 and 2 of Section 4, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington;

AND

The South Half of the Northeast Quarter of Section 4, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington;

EXCEPTING FROM TRACT 3 PARCEL 2 ABOVE DESCRIBED:

1. A tract of land bounded by a line beginning at the Northeast corner of Section 4, and extending West along the North line of said Section a distance of 660 feet; thence South a distance of 660 feet; thence East 660 feet; thence North along the East side of said Section 660 feet to the place of beginning;

2. That portion of Government Lots 1 and 2 of Section 4, Township 18 North, Range 17 East, W.M., Kittitas County, Washington which is bounded by a line described as follows: Beginning at the North

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Quarter corner of said Section 4, thence South 01°53'30" West along the West line of said Government Lot 2, 1074.41 feet; thence North 77°34'30" East, 2004.47 feet; thence North 02°17'00" East, 643.10 feet to the North boundary of said Section 4; thence West along said North line to the point of beginning.

3. Any portion thereof lying easterly of the following described line:

Line "A" as delineated on that certain survey as recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. [508040](#), records of Kittitas County, Washington;

4. Right of way of Taneum County Road;

5. A tract of land within the Southwest Quarter of the Northeast Quarter, and in Government Lots 1 and 2 of said Section, having an approximate width of 20 feet, being 10 feet on each side of the center line of that certain canal known as the "Bruton Ditch", and rights of way used in connection with said ditch, as conveyed to the Kittitas Reclamation District, by deed dated December 2, 1935, recorded in [Book 56 of Deeds, page 222](#).

6. Parcel 5 of that certain survey recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. [508040](#), records of Kittitas County; being a portion of Sections 33 and 34, Township 19 North, Range 17 East, W.M., and also a portion of Section 4, Township 18 North, Range 17 East, W.M., all in Kittitas County, Washington.

AND EXCEPT any mobile homes located on said premises.

TRACT 4:

That portion of Government Lots 3 and 4, and of the South Half of the Northwest Quarter of Section 3, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, lying Northerly of the following described line:

Beginning at a point on the West boundary line of said Section which is 221.0 feet South of the Northwest corner of said Section, and running thence South along the West boundary line of said Section 1979.0 feet to the true point of beginning of said line; thence North 80°45' East 1100.0 feet; thence North 61°00' East 600.0 feet; thence North 74°00' East 800.0 feet; thence South 53°00' East 310.0 feet, more or less, to the Southeast corner of said Lot 3, and the terminus of said line;

EXCEPT:

1. A tract of land having an approximate width of 20 feet, being 10 feet on each side of the center line of that certain canal known as the "Bruton Ditch", and rights of way used in connection with said ditch, as conveyed to the Kittitas Reclamation District, by deed dated December 2, 1935, recorded in [Book 56 of Deeds, page 222](#);

2. Right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company.