

Customer Reference No.
File No. 644238AM



165 NE Estes Ave. - PO Box 735, White Salmon, WA 98672
Phone: (509) 493-1965 Fax: (509) 493-1905

TITLE COMMITMENT ATTACHED
Report No.: 1

Date: August 23, 2024 **File No.:** 644238AM

Property: NKA - Vacant Land, Goldendale, WA 98620

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

Seller: Western Pacific Timber, LLC, an Oregon limited liability company

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

Listing Agent:
Keller Williams Western Realty
1017 S 40th Ave.
Yakima, WA 98908
Attn: Anthony Zapata

Selling Agent:

Attn:

Lender:

Attn:

Seller:
Western Pacific Timber, LLC, an Oregon limited liability company

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

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165 NE Estes Ave. - PO Box 735, White Salmon, WA 98672
Phone: (509) 493-1965 Fax: (509) 493-1905

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

165 NE Estes Ave. - PO Box 735
White Salmon, WA 98672
whitesalmon@amerititle.com

Title Officer

Steven Dougherty
165 NE Estes Ave. - PO Box 735
White Salmon, WA 98672
steven.dougherty@amerititle.com
(509) 493-1965

Email escrow closing documents to:

whitesalmon@amerititle.com

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In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer “Yes” to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver’s license or other valid, government issued photo I.D.

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.



CHICAGO TITLE INSURANCE COMPANY

ALTA 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 Amount of Insurance and the name of the Proposed Insured.

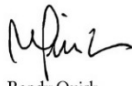
If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent: AmeriTitle, LLC

Steven Dougherty

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By: 
Randy Quirk
President

ATTEST 
Marjorie Nemzura
Corporate Secretary

This page is only a part of a 2021 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.

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ALTA Commitment for Title Insurance (7-1-21) w-WA

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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.

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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.

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

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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.

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. ARBITRATION – INTENTIONALLY DELETED

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

Issuing Agent: AmeriTitle, LLC

Issuing Office: 165 NE Estes Ave. - PO Box 735, White Salmon, WA 98672

Issuing Office File Number: 644238AM

Property Address: NKA - Vacant Land, Goldendale, WA 98620

Commitment No.: 1

SCHEDULE A

1. Commitment date: **August 9, 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

Endorsements:

Premium:

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:

Western Pacific Timber, LLC, an Oregon limited liability company

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: Ptn E Half of Section 19, Township 5 North, Range 17 East, W.M
7. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

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

8. The 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.
9. 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.
10. Once the final proposed insured is determined, a general index search will be performed and this report will be updated to reflect any matters disclosed by said search.
11. 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.
12. The company will require completion of an Owner's Affidavit and Indemnity by the owners of the property herein described.
13. 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.

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14. Pursuant to information previously provided to the Company, we note the following party is 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: Western Pacific Timber LLC

Authorized Signatories: Douglas L. Hein, as authorized representative

15. This Company reserves the right to add additional requirements upon receipt of the details of this 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. 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:
NKA - Vacant Land, Goldendale, WA 98620
- E. RECORDINGS: Mortgage documents and many non-excite documents are recorded using electronic recording technology. However, please allow for an extra day for Conveyance Documents to be sent to courthouse as we do not regularly use a same day courier service. If you have a transaction which involves a Conveyance Instrument which must be recorded same day, please contact our office in advance.
- F. 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 ½" 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 .

- G. In order to expedite recording for our clients, we E-Record whenever possible. There is an additional charge of \$5.38 per document when E-Recording.

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

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

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit:

<http://www.klickitatcountytreasurer.org/> or call their office at (800) 766-5403.

Tax Year: 2024

Tax Type: County

Total Annual Tax: \$133.57

Tax ID #: [05-17-1921-1102/00](#)

Taxing Entity: Klickitat County Treasurer

First Installment: \$66.78

First Installment Status: Paid

First Installment Due/Paid Date: April 30, 2024

Second Installment: \$66.79

Second Installment Status: Due

Second Installment Due/Paid Date: October 31, 2024

Special Use: Forest

Tax Code Area (TCA): 37

11. This property is currently classified under the Designated Forest Land Statute R.C.W. 84.33. Sale of this property without notice of compliance to the County Assessor will cause a supplemental assessment, interest, and penalty to be assessed.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the the Klickitat County Assessor's Office at (509) 773-3715 for their requirements.

12. Taxes, interest and penalties, if any, which may result from the loss of the tax exemption for which this property has qualified.
13. 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 Klickitat County Treasurer <http://www.klickitatcountytreasurer.org/>.

14. Easements reservations and dedications, as shown on Survey of Allyn Water Ditch:

Recorded: January 24, 1902

Book: 1, Page: 14

[View Document](#)

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15. 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: Pacific Telephone and Telegraph Company
Book: 84, Page: 381
[View Document](#)

Interest in Easement granted to United Telephone Company of the Northwest, including the terms and provisions thereof, recorded in Book 147, Page 466, Auditor's File No. 131668, Klickitat County Deed Records.
[View Document](#)
16. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Steve Hoskins and Barbara Hoskins, husband and wife
Recorded: September 3, 1999
Instrument No.: 1013616
[View Document](#)
17. Easement Agreement, including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:
Between: Western Pacific Timber LLC and Andy Schelhorn
Recorded: September 14, 2009
Instrument No.: 1084983
[View Document](#)
18. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Public Utility District No. 1 for Klickitat County
Recorded: September 15, 1982
Instrument No.: 187444
Book: 216, Page: 594
[View Document](#)
19. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Western Pacific Timber, LLC, an Oregon limited liability company
Recorded: January 5, 2021
Instrument No.: 1144651
[View Document](#)
20. 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 Jenkins Creek, if it is navigable.
21. Any question of location, boundary or area related to the Jenkins Creek, including, but not limited to, any past or future changes in it.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.

81C170B47

ALTA Commitment for Title Insurance (7-1-21) w-WA Mod

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22. 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.
23. The right of use, control, or regulation by the United States of America in exercise of power over navigation.

END OF SCHEDULE B

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EXHIBIT 'A'

File No. 644238AM

The East Half of Section 19, Township 5 North, Range 17 East, W.M., in the County of Klickitat, State of Washington;

EXCEPTING THEREFROM THE FOLLOWING:

1. The West Half of the Northeast Quarter of Section 19, Township 5 North, Range 17 East, W.M., in the County of Klickitat, State of Washington;
2. Any portion lying within the Bonneville-Coulee Transmission line right-of-way;
3. Any portion lying within the US Highway 97 right-of-way.

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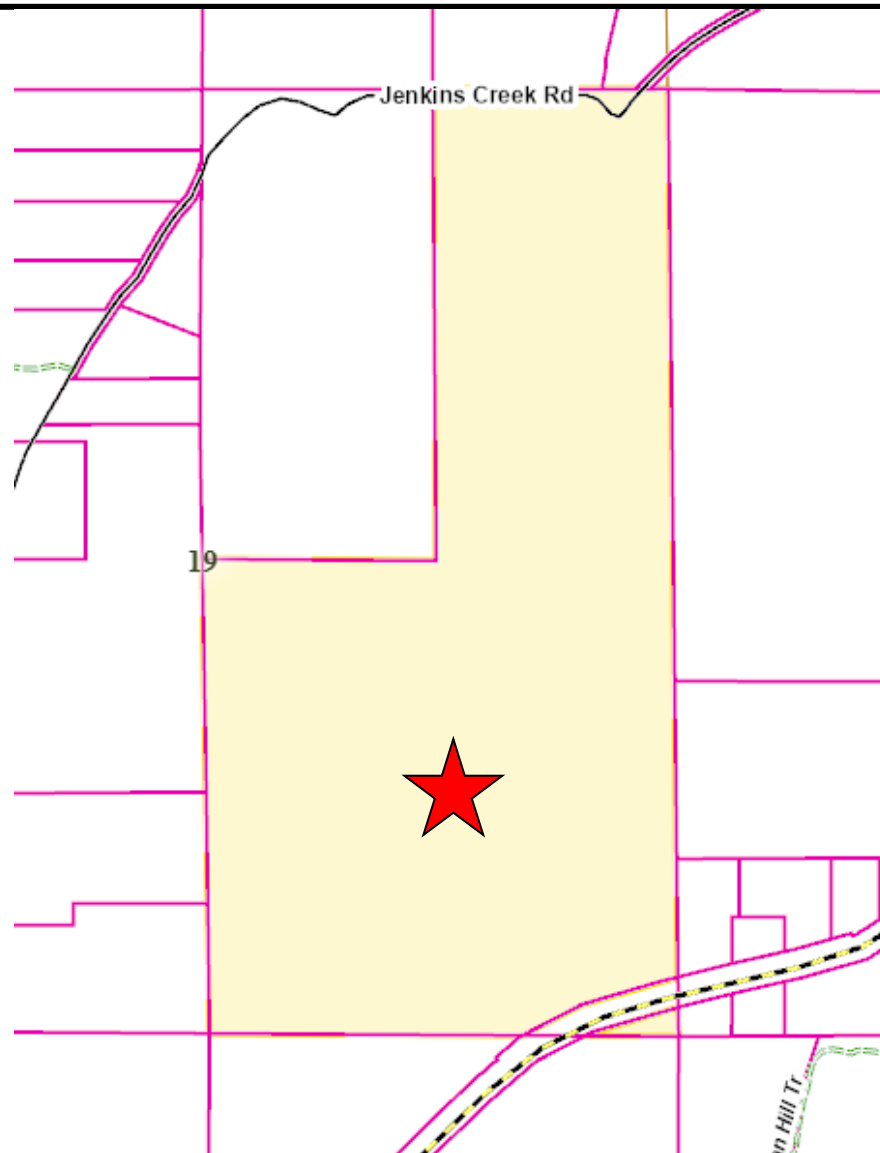
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**NKA - Vacant Land
Goldendale, WA 98620**

THIS MAP IS FURNISHED AS AN
ACCOMMODATION STRICTLY FOR THE
PURPOSES OF GENERALLY LOCATING
THE LAND. IT DOES NOT REPRESENT A
SURVEY OF THE LAND OR IMPLY ANY
REPRESENTATIONS AS TO THE SIZE,
AREA OR ANY OTHER FACTS RELATED
TO THE LAND SHOWN THEREOF