

Walla Walla Title Company

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102 West Main Street, Suite 100
P.O. Box 1058
Walla Walla, WA 99362

Agent for Old Republic National Title Insurance Company

ALTA COMMITMENT

Schedule A

Title Order No.: **58032E**

Closer: Donna

1. Effective Date: **January 13, 2010 at 8:00 a.m.**

To: **Inland Empire Action Coalition
8979 Mill Creek Rd.
Walla Walla, WA 99362**

Attn: **Mike**

Ref. No.:

2. Policy or policies to be issued:

a. **Standard Coverage Owner's Policy**
Proposed Insured:
INLAND EMPIRE ACTION COALITION

Amount **\$TO COME**

b. **None**
Proposed Insured:

Amount \$

c. **None**
Proposed Insured:

Amount \$

PREMIUM INFORMATION:

A. Standard Owners	\$To Come	Tax: \$	Total: \$
B.	\$	Tax: \$	Total: \$
C.	\$	Tax: \$	Total: \$

3. The estate or interest in the land described herein and which is covered by this commitment is:

Fee Simple

4. The estate or interest referred to herein is at Date of Commitment vested in:

ALBERT LAND L.L.C., a Washington limited liability company, as to Parcel A and as to an undivided 1/2 interest in Parcels B, C and D and DELORES D. FORD, as her separate property as to an undivided 1/2 interest in Parcels B, C and D

5. The land referred to in this Commitment is situated in the County of **Walla Walla**, State of Washington and is more fully described as follows:

See Exhibit A attached hereto and made a part hereof.

Exhibit A

PARCEL A:

Beginning at the Southeast corner of the Northwest Quarter of Section 3, Township 9 North, Range 36 E.W.M., Walla Walla County, Washington; and running thence West on the East and West center line of said Section 3, a distance of 16.00 chains; thence North 12.50 chains; thence East 16.00 chains to a point in the North and South center line of said Section 3; thence South on said North and South center line a distance of 12.50 chains to the point of beginning.

Also, beginning at the Southwest corner of the Northwest Quarter of Section 3, Township 9 North, Range 36 E.W.M., Walla Walla County, Washington; and running thence East 24.00 chains, more or less, to a point 16.00 chains West on the Southeast corner of said quarter section; thence North 12.50 chains; thence East 16.00 chains to the East line of said quarter section; thence North, along said East line, 17.92 chains, more or less, to a point 9.25 chains South of the Northeast corner of said quarter section; thence Northwesterly in a straight line to a point on the West line of the Northeast Quarter of the Northwest Quarter of said Section which is 2.75 chains South of the North line of said Section; thence South 1.25 chains; thence West, parallel with the North line of said Section, 11.60 chains; thence South 41°00' East 3.75 chains to the middle of the Touchet River; thence Westerly and Southerly with the middle of said River and the meanderings thereof to the West line of said Section; thence South along said West line to the place of beginning. Excepting out public roads.

PARCEL B:

Beginning at the Northwest corner of Section 3, Township 9 North, Range E.W.M., Walla Walla County Washington, and running thence North 346.5 feet; thence South 41°00' East 1,056.00 feet, more or less, to the center of the Touchet River; thence Westerly and Southerly along the center line of said Touchet River to a point on the West line of Section 3 aforesaid; thence North, along the West line of said Section 3, to THE POINT OF BEGINNING.

Also, the Northeast Quarter of Section 4, Township 9 North, Range 36 E.W.M. Walla Walla County, Washington, EXCEPTING THEREFROM that portion conveyed to the County of Walla Walla by Quit Claim Deed recorded June 9, 1999 in Volume 285 at Page 0525 as Auditor's File No. 9906907, records of Walla Walla County, State of Washington.

EXCEPTING THEREFROM the following described Tract, to wit:

Beginning at a point on the West line of Section 34, township 10 North of the Southwest corner of said Section 34, and running thence South along said West line, a distance of 6.50 feet; thence South 76°55' West 70.00 feet; thence South 50°30' West 35.51 feet; thence South 63°54' West 94.82 feet; thence South 37°00' West 4.47 feet; thence 8°45' West 98.57; thence South 1°23' West and parallel to the East line of Section 4, township 9 North, Range 36 E.W.M., to a point in a line which bears North 37°58' West from a point in said East line of Section 4, which is 884.17 feet South of the Northeast corner of said Section 4; thence South 37°58' East to intersect the said East line of said Section 4; thence North 44°25' East 150.50 feet to a point; thence North 3°14' East 128.68 feet; thence North 29°00' East 166.0 feet; thence North 6°59' East 73.31 feet; thence South 89°57' East 276.80 feet; thence South 89°55' East 236.35 feet; thence North 41°00' West 1,056.00 feet, more or less, to THE POINT OF BEGINNING.

PARCEL C:

Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, township 9 North, Range 36 E.W.M., Walla Walla County Washington, and running thence North, along the East line thereof to the South line of the right of way of the Oregon-Washington Railroad & Navigation Company; thence Southwesterly along the Southerly line of said right of way, a distance of 330 feet; thence South to the South line of said Northwest Quarter; thence East line of said Northwest Quarter of the Northwest Quarter; thence East on said South line to THE POINT OF BEGINNING.

EXCEPTING County Roads.

PARCEL D:

The Northeast Quarter of the Northwest Quarter of Section 4, Township 9 North, Range 36 E.W.M., Walla Walla County, Washington.

EXCEPTING the right of way and depot grounds of the Oregon-Washington Railroad & Navigation Company.

ALSO EXCEPTING so much and such parts thereof as are platted and from a part of Block D of the Town of Prescott.

ALTA COMMITMENT

Schedule B

Commitment No. 58032E

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employees benefit funds, or for state workers' compensation, or for services, labor or material heretofore or hereafter furnished, all as imposed by law and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, natural gas or other utilities or garbage collection and disposal.
- G. Reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

1. Taxes, interest and penalties, if any, which may result from the loss of the Open Space Tax Exemption for which this property has qualified;

General taxes for 2010 are not assessed at this time

Parcel No:

36-09-04-11-0002	36-09-04-11-0002	36-09-04-21-0010
36-09-04-21-0004	36-09-04-22-0008	36-09-03-22-0006
36-09-03-22-0003	36-09-03-21-0009	

2. Lien of real estate excise tax upon any sale of said premises, if unpaid.
3. Mortgage dated August 27, 2002, executed by Brown & Ford Ranches, a Washington Partnership, as to an undivided 1/2 interest and Delores D. Ford, as to an undivided 1/2 interest, to Baker Boyer National Bank, to secure an indebtedness of \$1665,00.00; and any interest, advances or other obligations secured thereby; recorded September 3, 2002, under File No. 2002-09839.
(Affects Parcels B, C and D)

SCHEDULE B - continued

Commitment No. 58032E

4. EASEMENT including its terms, covenants and provisions as disclosed by instrument;
GRANTEE: Prescott Telephone and Telegraph Company, a Washington Corporation
PURPOSE: Construct, reconstruct, operate and maintain under the above described lands and under all streets, roads, or highways abutting said lands, a telephone line or system

DATED: June 28, 1966
RECORDED: August 28, 1968
RECORDING: Volume 328 of Book of Records at Page 119 under Auditor's File No. 496574 (Affects Parcels B, C and D)
5. EASEMENT including its terms, covenants and provisions as disclosed by instrument;
GRANTEE: Pacific Power and Light Company
PURPOSE: An Easement or right of way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances

DATED: May 29, 1964
RECORDED: August 12, 1964
RECORDING: Volume 311 of Book of Records at Page 118 under Auditor's File No. 459726 (Affects Parcels B, C and D)
6. Restrictions and requirements of any Government allotment contract under the Agricultural Adjustment Act or any easement thereof or supplement thereto as disclosed by Volume 206 of Book of Records at page 56 under Auditor's File No. 253606. (Affects Parcel A)

NOTE: Title is to vest in: Inland Empire Action Coalition

NOTE: General taxes for 2009 are paid in full with regard to the Open Space Tax Exemption

AMOUNT:	PARCEL NO:
\$ 33.08	36-09-04-11-0002
\$1,602.02	36-09-04-11-0003
\$ 89.20	36-09-04-21-0010
\$ 18.82	36-09-04-21-0004
\$ 14.98	36-09-04-22-0008
\$ 6.54	36-09-03-22-0006
\$ 102.14	36-09-03-22-0003
\$ 177.28	36-09-03-21-0009

ALTA COMMITMENT

Schedule C

Commitment No. **58032E**

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES TO CLOSER:

1. Requirements: Instruments creating the estate or interest to be insured must be approved and filed of record.
2. Requirements: Payment of cancellation fee in accordance with our filed rate Schedule, to be imposed if this transaction is canceled for any reason.
3. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.
4. Any sketch or map enclosed as an attachment herewith is furnished for information 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.
5. Additional Requirements

