

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

A handwritten signature in black ink, appearing to be "Kurt CD", written over a horizontal line.

Authorized Countersignature

Stewart/Security Title Guaranty-, Washington



A handwritten signature in black ink, appearing to be "Steven M. ...", written over a horizontal line.

Senior Chairman of the Board

A handwritten signature in black ink, appearing to be "Malcolm ...", written over a horizontal line.

Chairman of the Board

A handwritten signature in black ink, appearing to be "Michael ...", written over a horizontal line.

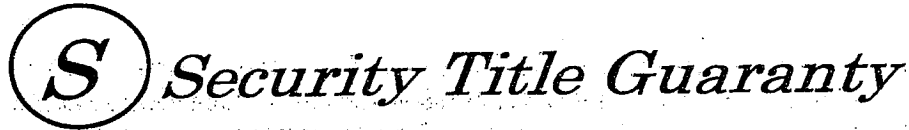
President

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



-STEWART-

117 East Fourth Avenue
Moses Lake, WA 98837

Phone ~ 509-765-3483
Toll Free ~ 800-284-4944
FAX ~ 509-766-0093

Title Officer:

Order Number: 86375

Ref No:

SCHEDULE A

1. **Effective Date:** February 28, 2011 at 8:00 a.m.

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)

(X) STANDARD () EXTENDED

(Underwriting Fee – 10% of Premium)

Tentative

Amount: \$50,000.00

Premium: \$350.00

Tax: \$27.65

Total: \$ 377.65

Proposed Insured: To Be Determined

() ALTA LOAN POLICY (6/17/06)

(Underwriting Fee – 10% of Premium)

Amount:

Premium:

Tax:

Total: \$ 0.00

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

FEE SIMPLE ESTATE

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

United States of America, acting through the Farm Service Agency, United States Department of Agriculture

5. **The land referred to in this commitment is described as follows:**

See Attached Legal Description

Exhibit A
LEGAL DESCRIPTION

File Number: 86375

Parcel 1:

That portion of Farm Unit 279, Irrigation Block 73, according to the plat thereof filed November 29, 1951, Columbia Basin Project in Section 4, Township 20 North, Range 23 E.W.M., Grant County, Washington, described as follows:

Beginning at the West quarter corner of said Section 4; thence North 00°09'42" East, following the West boundary of said Section 4, which is also the West boundary of said Farm Unit 279, a distance of 129.27 feet, thence South 74°30'33" East, 444.75 feet; thence South 03°45'14" West, 171.48 feet; thence South 12°08'46" East, 76.56 feet; thence South 21°59'50" East, 74.46 feet; thence South 20°07'43" East, 67.06 feet; thence South 07°56'07" East, 268.76 feet; thence South 04°36'02" East, 90.86 feet; thence South 08°34'27" West, 163.72 feet; thence North 82°54'23" West, 511.03 feet to an intersection with the West boundary of said Section 4, and the West boundary of said Farm Unit 279; thence North 00°09'43" East, following said West boundary, 823.01 feet to the True Point of Beginning.

Parcel 2

That portion of Farm Unit 279, Irrigation Block 73, according to the plat thereof filed November 29, 1951, Columbia Basin Project, in the Southwest quarter of Section 4, Township 20 North, Range 23 E.W.M., Grant County, Washington, described as follows:

Beginning at the Southwest corner of said section; thence North 00°09'43" East, following the West boundary of said section, 229.67 feet, to the Southwest corner of said Farm Unit; thence South 82°17'31" East, following the South boundary of said Farm Unit, 693.17 feet, to the True Point of Beginning; thence North 00°09'43" East, parallel with the West boundary of said section and said Farm Unit, 865.69 feet to the Southeast corner of a parcel of land as described in that record of survey as recorded in Book 15 of Surveys, page 9, records of Grant County, Washington; thence North 02°41'45" West, following the East boundary of said parcel, 369.32 feet to an intersection with the North boundary of Parcel "B" as described in that record of survey as recorded in Book 13 of Surveys, page 74, records of Grant County, Washington; thence South 79°28'13" East, following said North boundary, 321.71 feet; thence North 29°29'43" East, continuing to follow said North boundary, 54.88 feet, to an intersection with the centerline of a USBR canal labeled W26E; thence South 60°30'17" East, continuing to follow said North boundary and said canal centerline, 1402.34 feet; thence South 86°01'47" East, continuing to follow said North boundary and said canal centerline 398.77 feet, to an intersection with the East boundary of said Farm Unit; thence South 00°13'03" West, following said East boundary of said Farm Unit and the East boundary of said Parcel "B"; 639.34 feet to the Southeast corner of said Farm Unit and said Parcel "B" the following (7) seven courses, South 89°56'14" West, 857.64 feet; thence Northwesterly following a spiral curve to the left

having a total delta angle of $02^{\circ}42'00''$ and a length of 115.04 feet; thence South $21^{\circ}05'34''$ West, 48.06 feet to an intersection with the South boundary of said section; thence South $89^{\circ}56'14''$ West, following the South boundary of said section, 157.92 feet, to a point on a curve the center of which bears South $16^{\circ}53'28''$ West; thence Northwesterly following said curve having a central angle of $06^{\circ}27'06''$ and a radius of 2010.08 feet, 226.34 feet; thence Northwesterly following a spiral curve to the left having a delta angle of $02^{\circ}42'00''$ and a length of 184.70 feet; thence North $82^{\circ}17'31''$ West, 402.96 feet, to the True Point of Beginning.

Parcel 3:

An easement for ingress and egress over and across that portion of Farm Unit 279, Irrigation Block 73, according to the plat thereof filed November 29, 1951, Columbia Basin Project, in the West half of the Southwest quarter of Section 4, Township 20 North, Range 23 E.W.M., Grant county, Washington, described as follows:

Beginning at the Southwest corner of said Section; thence North $00^{\circ}09'43''$ East; following the West boundary of said Section, 229.67 feet to the Southwest corner of said Farm Unit; thence South $82^{\circ}17'31''$ East, following the South boundary of said Farm Unit, 693.17 feet; thence North $00^{\circ}09'43''$ East, parallel with the West boundary of said Section and said Farm Unit, 865.69 feet to the Southeast corner of a parcel of land as described in Robertson Record of Survey as recorded in Book 15 of Surveys, page 9, records of Grant County, Washington; thence North $02^{\circ}41'45''$ West, following the East boundary of said Parcel, 328.23 feet to the True Point of Beginning of said easement; thence North $79^{\circ}28'13''$ West, 172.34 feet; thence North $82^{\circ}54'23''$ West, 58.80 feet; thence North $07^{\circ}05'37''$ East, 40 feet to an intersection with the South boundary of Parcel A, as described in that Record of Survey as recorded in Book 13 of Surveys, page 74, records of Grant County, Washington and an intersection with the North boundary of the Robertson Record of Survey; thence South $82^{\circ}54'23''$ East, following said common boundary, 60 feet to the Southeast corner of said Parcel A; thence South $79^{\circ}28'13''$ East, following the North boundary of said Robertson Record of Survey, 164.14 feet to the Northeast corner of said Robertson Record of Survey; thence South $02^{\circ}41'45''$ East, following the East boundary of said Robertson Record of Survey, 41.09 feet to the True Point of Beginning

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

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. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions, as follows:
 - (1) Rights or claims of parties in possession not shown by the public records.
 - (2) Easements, claims of easements or encumbrances which are not shown by the public records.
 - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 - (4) 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.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS FOLLOW

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

SPECIAL EXCEPTIONS

1. Lien of real estate excise sales tax upon any sale of the premises if any (1.78%)
2. As to Parcels 1 and 2:
Second half general taxes for the year 2010, in the amount of \$465.32 and \$580.98, which are delinquent with interest. (Tax Parcel No. 20-0923-003 and 20-0923-001), respectively
3. General Taxes for the year 2011, the amount of which is unascertainable at this time (Tax Parcel No. 20-0923-003 and 20-0923-001)
4. This land is included within the Quincy Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and is liable for further assessments, if any, levied by said District.
5. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising by reason of any lack of a right access to and from the land.
6. Oil and Gas Lease affecting the premises hereinafter stated upon and subject to all the provisions therein contained, and subject to any further assignments and any interest therein;
Dated : March 9, 1981
Recorded : June 1, 1981
Auditor's File No.: 717910
Lessor : Alvin R. Schulz and Orissa Schulz, husband and wife
Lessee : Shell Oil Company
Affects : Farm Unit 279

Lessee's interest assigned to Shell Western E&P, Inc., a Delaware corporation, by instrument recorded February 6, 1984, under Auditor's File No. 753633.

No representation is made as to the current ownership of the lessee's interest.

7. Irrigation power agreement and right of way easement for electric distribution lines, together with the necessary appurtenances, granted by instrument recorded February 18, 2003, under Auditor's File No. 1119291 by and between Public Utility District No. Two of Grant County and the landowner, providing electric service for irrigation use; including (among other matters), provisions for a lien to arise as security for payment of any charges provided for therein which remain unpaid.
8. Irrigation power agreement and right of way easement for electric distribution lines, together with the necessary appurtenances, granted by instrument recorded April 12, 1995, under Auditor's File No. 950418046 by and between Public Utility District No. Two of Grant County and the landowner, providing electric service for irrigation use; including (among other matters), provisions for a lien to arise as security for payment of any charges provided for therein which remain unpaid.
9. Right of Way for roads, drains and canals as shown on the face of said plat.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

10. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded December 14, 1984, under Auditor's File No. 766111
To : PUBLIC UTILITY DISTRICT NO. TWO
Affects: Parcel 2
11. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded April 18, 1995, under Auditor's File No. 950418043
To : PUBLIC UTILITY DISTRICT NO. TWO
Affects: Parcel 2
12. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded April 17, 2003 and August 8, 2007, under Auditor's File No. 1123239 and 1220600
To : PUBLIC UTILITY DISTRICT NO. TWO
Affects: Parcel 1
13. Easement executed by Robert L. Young and Alma E. Young, husband and wife to Great Northern Railway Company, a corporation, dated December 7, 1956, recorded January 3, 1957, under Auditor's File No. 284756, to construct, maintain, and use a drainage ditch approximately 1400 feet in length over and across subject land.
14. Right of Way Contract executed by Alvin R. Schulz and Orissa M. Schulz, husband and wife, to Cascade Natural Gas Corporation, dated April 14, 1965, recorded June 17, 1965, under Auditor's File No. 479429, to select a route for and construct, operate and maintain and replace a pipeline for the transportation of Oil and Gas and products thereof, together with the right of ingress and egress thereto.
15. Water Service is provided by Golden Valley Water Association as disclosed by instruments recorded April 17, 1981 and September 20, 1984, under Auditor's File Nos. 715853 and 763023.
16. As to Parcel 2:
Terms, conditions and covenants relative to easements for ingress, egress and utilities, easement for use of water turnout, and use of water, all as contained in Real Estate Contract, wherein Alvin R. Schulz and Orissa M. Schulz, husband and wife, are sellers and Clifford Robertson is purchaser, dated April 15, 1981, recorded April 17, 1981, under Auditor's File No. 715853.

The legal description of property sold under said Contract was amended by instrument recorded December 10, 1984, under Auditor's File No. 765904.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part I

17. As to Parcel 1:

Terms, conditions and covenants relative to easements for ingress, egress and utilities, easement for use of water turnout and use of water; all as contained in Real Estate Contract, wherein Alvin R. Schulz, a widower is seller and Clifford Robertson is purchaser, dated December 30, 1983, recorded September 20, 1984, under Auditor's File No. 763023.

The legal description of property sold under said Contract was amended by instrument recorded September 20, 1984, under Auditor's File No. 763024.

18. According to the application for Title Insurance, title is to vest in persons not yet revealed and when so vested will then be subject to matters disclosed by a search of the records against their names.

19. The legal description in this commitment is based on information provided with the application of the public records as defined in the policy to issue. The parties in the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.

END OF SPECIAL EXCEPTIONS

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part II

NOTES:

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. In addition, this transaction is now available online at www.stewartgrantcounty.com using our secure online transaction management system called **SureClose**. Using **SureClose**, you can review your title commitment, closing documents, communicate with real estate agents, lenders or escrow officers and have instant access to your file 24 hours a day, 7 days a week. To request your user name and password, send an email to <mailto:amanda.hall@stewart.com>. Please note that for security purposes, only parties to the transaction can obtain access to the file via **SureClose**.
3. The following may be used as an abbreviated legal description on the documents to be recorded to comply with the requirements of RCW 64.04, said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document:

Tx #10,195 and #9470 FU 279, Blk 73, Grant County, Washington
4. Assessment levied by the Quincy Columbia Basin Irrigation District for the Year 2011, in the amount of \$639.00 and \$404.00 has been paid.

TO BE INSURED: To Be Determined

END OF SCHEDULE B

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

Part II

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record

Note: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

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 which must appear on the first page:

Title or titles of document. If assignment or reconveyance reference to auditor's file number or 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 quarter section for unplatted).

Assessor's tax parcel number(s)

Return address which may appear in the upper left hand 3" top margin

STG Privacy Notice (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

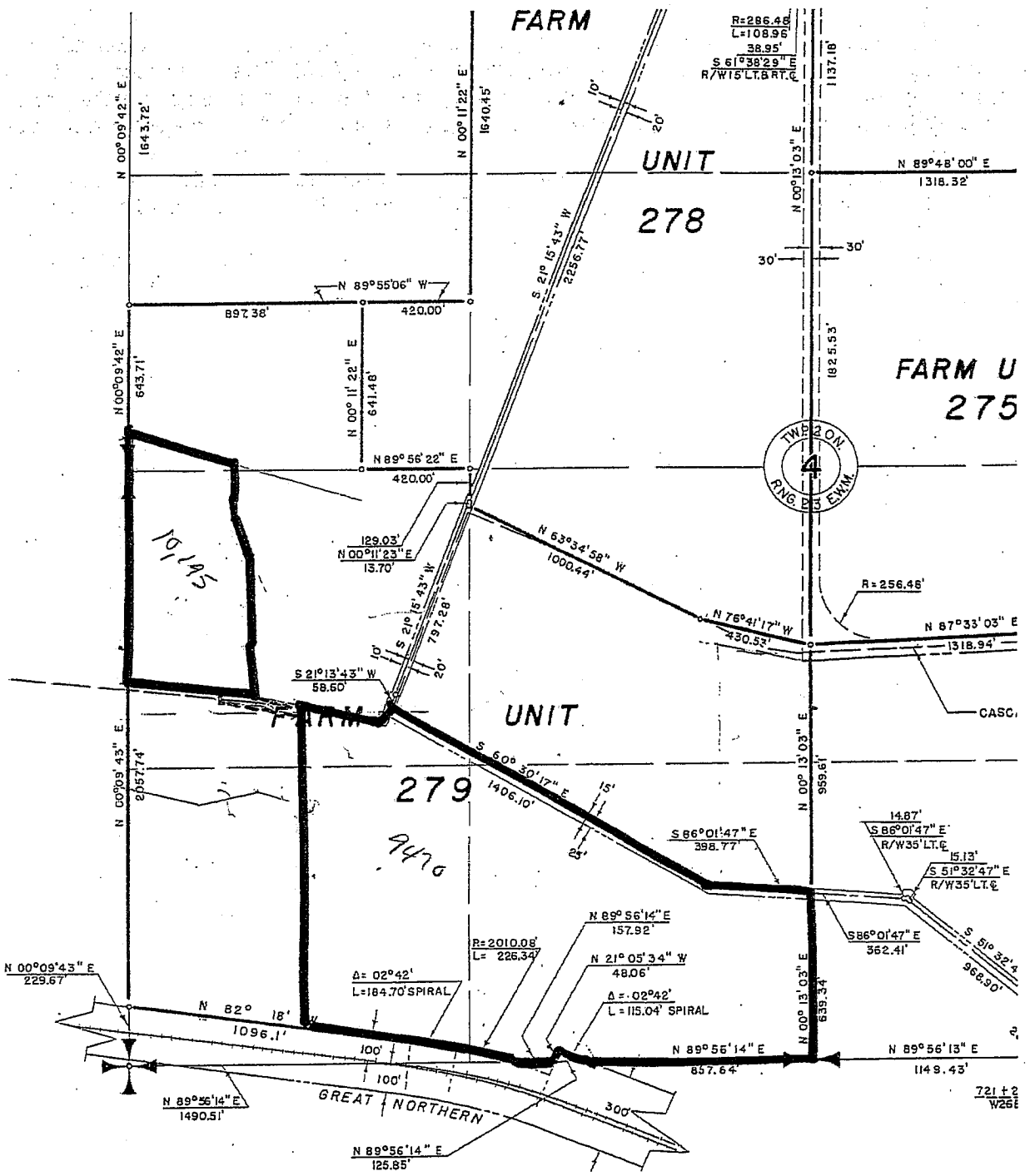
All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business--to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing
For our everyday business purposes- to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes- to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with the Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market you	Yes	No
For nonaffiliates to market to you- Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.
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Stewart/Security Title Guaranty

This Sketch is furnished for information purposes only to assist in property location with reference to streets and other parcels. It is not guaranteed as to accuracy and this Company assumes no liability for loss occurring by reason of reliance thereon.