



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY 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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity Title Company

Authorized Signature or Signatory

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

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File No.: 25-220376-FID

010-UN ALTA Commitment for Title Insurance Without Arbitration (07-01-2021)



## 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;
  - f. Schedule B, Part II - Exceptions; and
  - g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 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

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.

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## 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)

### STEWART TITLE GUARANTY COMPANY

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: Stewart Title Guaranty Company, 1980 Post Oak Blvd, Suite 800, Houston, TX 77056.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

**Issuing Agent:** Fidelity Title Company  
**Issuing Office:** 117 North 4th St, Yakima, WA 98901  
**Issuing Office's ALTA® Registry ID:** 3058  
**Loan ID No.:**  
**Commitment No.:** 25-220376-FID-1  
**Issuing Office File No.:** 25-220376-FID  
**Property Address:** 8943 Naches Heights Rd, Tieton, WA 98947

**1. Commitment Date:** March 24, 2025 at 08:00 AM

**2. Policy to be issued:**

**Proposed Amount of Insurance:**

- a. ALTA Owner's Policy (2021)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.  
The estate or interest to be insured: Fee Simple
- b. ALTA Loan Policy (2021)  
Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 2 above.  
The estate or interest to be insured: Fee Simple

**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:**

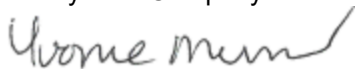
The heirs and devisees of Dave E Trepanier Deseased

**5. The Land is described as follows:**

SEE EXHIBIT A ATTACHED HERETO

**STEWART TITLE GUARANTY COMPANY**

Fidelity Title Company



Authorized Signature or Signatory

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Requirements

File No.: 25-220376-FID

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. 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.
6. 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 for 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.

### INFORMATIONAL NOTES:

7. Parcel number(s) assigned by the Yakima County Assessor's Office based upon their own composed narrative description, and used by the Yakima County Treasurer's Office in the collection of real property taxes and assessments:  
Parcel ID(s): 171422-24405,  
  
Levy code: 502
8. Assessment levied by Soil Conservation District for the year 2025 in the original amount of \$5.02, which has been paid.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BI (07-01-2021)



## SCHEDULE B PART I

(Continued)

9. Assessment levied by Weed Control District for the year 2025 in the original amount of \$7.12, which has been paid.
10. Assessment levied by Horticulture Pest & Disease Control for the year 2025 in the original amount of \$1.00, which has been paid.
11. According to the Yakima County Assessor's Office, the address for the property described in Exhibit A of our Commitment is 8943 Naches Heights Rd, Tieton, WA 98947.
12. Treasurer's records indicate that the premises is the host property for personal property assessed under assessor's number 300000-02167, which may be considered a fixture. The status and disposal of said assets and payment of the personal property taxes on said items should be addressed by the buyer and seller prior to closing.
13. If a mobile home is located on this property, it will be excepted from coverage and not insured by the policy unless the certificate of title is eliminated and the mobile home converted to real property as required by Chapter 65.20 of the Revised Code of Washington, effective March 1, 1990.  
A Manufactured Home Title Elimination Application should be obtained from the Department of Licensing. The application must be signed by the registered and legal owners of the mobile home, the owner of the land, the city or county building permit office, approved by the Department of Licensing, and recorded. All taxes must be paid and proof given to the Department.
14. Title is to vest in person or persons not yet disclosed to this Company. When title is so vested, it will then be subject to matters of record relating to such undisclosed persons.
15. David E. Trepanier is deceased. By reason of entries in Yakima County Probate Cause Number 24-4-00885-39, the qualified Personal Representative, Joe Trepanier and Tom Trepanier, is authorized to act on behalf of the estate. Attorney for the estate: Marcus J. Fry, Hawley Troxell
16. The abbreviated legal description will read as follows:  
Lot 1, SP 83-152

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BI (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 25-220376-FID

**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. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, adverse circumstance, discrepancies, conflicts in boundary lines or shortages in area affecting the Title that would be disclosed by an accurate and complete and current survey of the Land.
4. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien, or right to a lien, for contributions to employee 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.
6. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
7. 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.
8. Unpatented mining claims, and all rights relating thereto.
9. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
10. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
11. Water rights, claims or title to water.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)





## SCHEDULE B PART II

(Continued)

12. Real Estate Excise Tax as may be due on this transfer.
13. Real property taxes for the second half of the assessment year 2025 in the sum of \$478.25, which shall be delinquent after October 31.
14. Charges or assessments which may be due the Yakima-Tieton Irrigation District for construction, and/or operation and maintenance.
15. Mortgage and Fixture Filing, and the terms and conditions thereof, wherein Hawk Ridge Orchards, LLC, a limited liability company and Peter L. Hammarstrom, a single Person is Mortgagor and Northwest Farm Credit Services, FLCA, a corporation is Mortgagee, in the original amount of \$1,757,560.00, dated October 28, 2021 and recorded December 27, 2021 under Auditor's File Number 8129241 and 8129242. Includes other property.
16. Mortgage and Fixture Filing, and the terms and conditions thereof, wherein Peter L. Hammarstrom, a single person and Hawk Ridge Orchards, LLC, a limited liability company is Mortgagor and AgWest Farm Credit, PCA is Mortgagee, in the original amount of \$850,000.00, dated April 21, 2023 and recorded May 8, 2023 under Auditor's File Number 8173727 and 8173728. Includes other property.
17. Financing Statement and the terms and conditions thereof, wherein Northwest Farm Credit Services, FLCA is the Secured Party, and Hawk Ridge Orchards LLC is the Debtor, recorded March 31, 2022 under Auditor's File Number 8140232.
18. Financing Statement and the terms and conditions thereof, wherein AgWest Farm Credit, PCA is the Secured Party, and Hawk Ridge Orchards LLC is the Debtor, recorded May 8, 2023 under Auditor's File Number 8173729.
19. Right, title and interest of Hawk Ridge Orchards, LLC, as disclosed by Mortgages, recorded December 27, 2021, under Auditor's File Numbers 8129241 and 81929242, and recorded May 8, 2023, under Auditor's File Numbers 8173727 and 8173728 and UCC Financing Statement, recorded March 31, 2022 under Auditor's File Number 8140232 and recorded May 8, 2023, under Auditor's File Number 8173729.
20. Easement and rights of way over the lands herein described as may be necessary for canals, tunnels, or other conduits and for telephone and transmission lines, required in connection with the irrigation works constructed, disclosed by deeds or water contracts appearing in the record executed in favor of Yakima-Tieton Irrigation District.
21. Right of way and secondary easement granted to Pacific Power for lines and appurtenances, the specific location of which is not disclosed, granted by instrument recorded , in Volume 425 under Auditor's File Number 1140543.
22. Right of way and secondary easement granted to Pacific Power for lines and appurtenances, the specific location of which is not disclosed, granted by instrument recorded April 24, 1974, in Volume 915 under Auditor's File Number 2350251.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)



## SCHEDULE B PART II

(Continued)

23. Right of way and secondary easement granted to Pacific Power for lines and appurtenances, the specific location of which is not disclosed, granted by instrument recorded May 6, 1974, in Volume 917 under Auditor's File Number 2351501.
24. Reservations, restrictions, easements, conditions, agreements and disclosures set forth upon the face of said Short Plat, reference to which is made as though fully incorporated herein.

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010-UN ALTA Commitment for Title Insurance Without Arbitration Schedule BII (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**EXHIBIT A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A**

The Land is described as follows:

Lot 1 of Short Plat 83-152, recorded under Auditor's File Number 2685201, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.