

Customer Reference No.
File No. 66653AM
Underwriter: Chicago Title Insurance Company



101 W Fifth Ellensburg, WA 98926
(509) 925-1477 FAX (509) 962-8325

PRELIMINARY TITLE COMMITMENT ATTACHED

Date: September 10, 2015 **File No.:** 66653AM
Property: 2729 Robinson Canyon Road, Ellensburg, WA
98926
Buyer/Borrower: Gary Micallef and Beverly Micallef
Seller: Michael A Burtness

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

Listing Agent:

Selling Agent:

Attn:

Attn:

Lender:

Attn:

Seller:

Michael A Burtness
PO Box 353
Ellensburg, WA 98926

Buyer/Borrower:

Gary Micallef and Beverly Micallef
3817 98th St NE
Marysville, WA 98270

Customer Reference No.
File No. 66653AM
Underwriter: Chicago Title Insurance Company



101 W Fifth Ellensburg, WA 98926
(509) 925-1477 FAX (509) 962-8325

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Schiree Minor
Schiree.Minor@ameri-title.com
(509) 925-1477

Title Officer

Anna Williams
Anna.Williams@amerititle.com
(509) 925-1477

Email escrow closing documents to:

ellensburg@ameri-title.com



101 W Fifth Ellensburg, WA 98926
(509) 925-1477 FAX (509) 962-8325

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.

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact your title officer, Anna Williams

TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS

Customer Reference No.
File No. 66653AM
Underwriter: Chicago Title Insurance Company

TITLE INSURANCE COMMITMENT

BY

Chicago Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

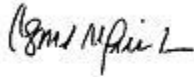
The Exceptions in Schedule B-II.

The Conditions.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

CHICAGO TITLE INSURANCE COMPANY

By:



President

By: 

Secretary



Issued by: AmeriTitle, Inc.

By: 

Authorized signer

SCHEDULE A

Order No.: **66653AM**

1. Effective date: **September 1, 2015 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **ALTA Owner's Policy** **Standard Coverage** **Extended Coverage**
(6-17-06)

Amount:	\$65,000.00
Premium:	\$440.00
Sales Tax:	\$35.20

Proposed Insured:

Gary Micallef and Beverly Micallef

(b) **ALTA Loan Policy** **Standard Coverage** **Extended Coverage**
(6-17-06)

Amount:	
Premium:	\$0.00

Endorsements:

Proposed Insured:

3. FEE SIMPLE interest in the Land described in this Commitment is owned, at the Commitment Date, by:

Michael A. Burtness, an unmarried person

4. The Land referred to in this Commitment is described as follows:

Parcel 2A of that certain Survey as recorded July 13, 2015, in Book 39 of Surveys, page 199, under Auditor's File No. 201507130030, records of Kittitas County, Washington; being portions of Lots 1 and 2 of PRICE SHORT PLAT, Kittitas County Short Plat No. SP-00-15, as recorded August 8, 2000, in Book F of Short Plats, pages 108 and 109, under Auditor's File No. 200008080025, records of Kittitas County, State of Washington;

Except Parcel 1 of that certain Survey as recorded September 8, 2000, in Book 25 of Surveys, page 125, under Auditor's File No. 200009080025, records of Kittitas County, Washington; being a portion of Lot 1 of PRICE SHORT PLAT, Kittitas County Short Plat No. SP-00-15, as recorded August 8, 2000, in Book F of Short Plats, pages 108 and 109, under Auditor's File No. 200008080025, records of Kittitas County, State of Washington;

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
- e. Any conveyance or encumbrance executed by the herein named party must also be executed by the spouse or domestic partner of said party, if married or in a domestic partnership.
Named party: Michael Burtness
- f. The interest of the proposed insured, Gary Micallef, 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.
- g. The interest of the proposed insured, Beverly Micallef, 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.
- h. 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.
- i. 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: Parcel 2A, Book 39 of Surveys, page 199, ptns of Lots 1 and 2, PRICE SHORT PLAT, Book F of Short Plats, pages 108 and 109, Except Parcel 1, Book 25 of Surveys, page 125, ptn of Lot 1, PRICE SHORT PLAT.

Customer Reference No.
File No. 66653AM
Underwriter: Chicago Title Insurance Company

Note No. 1: Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$91.49

Year: 2015

Parcel No.: 18-17-25050-0003 (17763)

Affects: Said premises and other land

Amount: \$1,948.49

Year: 2015

Parcel No.: 18-17-25050-0002 (15385)

Affects: Said premises and other land

Note No. 2: Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 3: In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

Note No. 4: According to the available County Assessor's Office records, the purported address of said land is:

2729 Robinson Canyon Road, Ellensburg, WA 98926

Note No. 5: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Anna Williams, whose direct line is (509) 925-1477, and your Escrow Officer is Schiree Minor, whose direct line is (509) 925-1477.

SCHEDULE B - SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public 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.
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. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
9. The lien of real estate Excise Tax upon any sale of said premises, if unpaid.
 - Properties located inside Kittitas County, the total rate is 1.53% of the total sales price
10. This property is currently classified under the Open Space Taxation Statute R.C.W. 84.34. Sale of this property without notice of compliance to the county Assessor will cause a supplemental assessment, interest, and penalty to be assessed against the seller/transferor.

Note: If it is the intent of the buyer/transferee in this transaction to request a continuance of this classification, please contact the Kittitas County Assessor's Office at (509) 962-7501 for their requirements.

11. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefore.

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

12. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from Northern Pacific Railway Company.
Dated: January 8, 1898
Book: X of Deeds, Page 12
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
13. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Pacific Telephone and Telegraph Company
Purpose: Communications systems
Book 78, Page 569
Affects: A strip of land 30 feet in width
14. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Kittitas Reclamation District
Purpose: Right of way for combination pipeline and open ditch
Dated: December 19, 1963
Book 114 of Deeds, Page 252
Affects: Portion of said premises
15. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Lawrence D. Nordheim
Purpose: Right of way for underground pipe line
Dated: August 10, 1965
Book 119 of Deeds, Page 579
Affects: Portion of said premises
16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: A water pipe line
Recorded: September 7, 1973
Instrument No.: 385002
Book 43, Page 286
Affects: Portion of said premises
17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Ingress, egress and utilities
Recorded: May 8, 1975
Instrument No.: 396718
Affects: The Southwesterly portion of said premises

18. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington.

(Attorney for Plaintiff: Charles B. Rose, Jr., Senior Assistant Attorney General)

NOTE: The policy/policies to be issued include(s) as one of the printed exceptions to coverage: "Water rights, claims or title to water" as set forth as Paragraph 5C in the general exceptions which are printed on Schedule B herein. The pending action involves such water rights and therefore, will not be set forth as a separate exception in said policy/policies

19. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by PRICE SHORT PLAT,
Recorded: August 8, 2000
Book: F of Short Plats Pages: 108 and 109
Instrument No.: 200008080025
Matters shown:
a) Location of fencelines in relation to property boundaries
b) Location of ditches
c) Dedication thereon
d) 6" PVC
e) Note 2 which states: A public utility easement 10 feet in width is reserved along all lot lines. The 10 foot easement shall abut the exterior property boundary and shall be divided 5 feet on each side of interior lot lines.
f) Note 3 which states: The maintenance of the access in the responsibility of the property owners who benefit from its use.
g) All other notes contained thereon
20. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$40,000.00
Trustor/Grantor: Michael A. Burtness, an unmarried person
Trustee: Stewart Title of Kittitas County, LLC
Beneficiary: Sally Emerich, an unmarried person
Dated: August 7, 2000
Recorded: August 15, 2000
Instrument No.: 200008150003
21. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: September 8, 2000
Book: 25 Page: 125
Instrument No.: 200009080025
Matters shown:
a) Location of fencelines in relation to property boundaries
b) Location of ditches
c) 6" PVC
d) Notes contained thereon

Customer Reference No.
File No. 66653AM
Underwriter: Chicago Title Insurance Company

22. 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: Puget Sound Energy, Inc., a Washington corporation

Recorded: August 7, 2001

Instrument No.: 200108070027

23. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,

Recorded: July 13, 2015

Book: 39 Page: 199

Instrument No.: 201507130030

Matters shown:

a) Location of fencelines in relation to property boundaries

b) Notes contained thereon

END OF SCHEDULE B

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

AMERITITLE, INC.
PRIVACY POLICY NOTICE
As of July 15, 2015

PURPOSE OF THIS NOTICE

AmeriTitle, Inc., (the "Company") shares your concerns about privacy. The Company is committed to respecting the privacy of our customers. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing a policy of title insurance and closing your real estate transaction.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing non-public personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information might be disclosed. In compliance with GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of the Company.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

We do not collect any nonpublic information about you other than the following:

- Information we receive from you or from your attorney or other representatives on applications or other forms, such as your name, address, telephone number, or social security number
- Information about your transactions with us, such as description, price, or terms
- In addition, we may collect other nonpublic personal information about you from affiliated/nonaffiliated third parties, such as individuals and companies other than those proposed for coverage, which may include information in documents received from your lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

Information we disclose to third parties

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

- Financial Service Providers:
 - To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;
 - To an insurance institution, agent, or credit reporting agency for either this Company or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you.
- Others:
 - To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;
 - To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;
 - To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law. We require any third party who receives information from us to agree to not disclose or use the information provided other than to carry out the purpose(s) for which it was disclosed.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information

Customer Reference No.
File No. 66653AM
Underwriter: Chicago Title Insurance Company

within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from AmeriTitle: You should submit a request in writing to:

Compliance Officer
AmeriTitle, Inc.
15 Oregon Avenue
Bend, OR 97701

The request should include your name, address, policy number, telephone number and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct amend or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

Our practices regarding information confidentiality and security:

We restrict access to nonpublic information about you to those employees need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Our policy regarding dispute resolution:

In the event you believe the Company has not complied with the Privacy Policies and Practices as set forth in this Notice, you must give the Company notice in writing addressed to the Compliance Officer at the above address setting forth the reasons for such non-compliance. The Company shall not be deemed to be in breach of the Privacy Policies and Practices unless is has not resolved or explained or resolved the issues set forth in such notice within thirty (30) days to your reasonable satisfaction. All claims arising under this Notice shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interests, the Company reserves the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be a successor in interest of the Company with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.

Other Important Information:

The Company's website may contain links to other websites or Internet resources. The Company does not endorse or otherwise accept responsibility for the content or privacy policies of those websites or Internet resources.

The Company reserves the right to modify this Privacy Policy at any time. We will promptly reflect any such modifications in this document and, when we do, we will revise the "effective as of" date noted above. Any updated version of this Privacy Policy will be effective as of that date.