

Customer Reference No.  
File No. 414624AM



101 W Fifth Ave., Ellensburg, WA 98926  
Phone: (509)925-1477 Fax: (509)962-8325

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**TITLE COMMITMENT ATTACHED**  
**Report No.: 1**

**Date:** October 26, 2020      **File No.:** 414624AM  
**Property:** 811 Colockum Rd, Ellensburg, WA 98926  
**Buyer/Borrower:** Fred Colter and Tracie Colter  
**Seller:** James Bergevin and Rita Bergevin

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

**Listing Agent:**

Realogics Sotheby's International Realty  
15 Lake St., Ste. 200  
Kirkland, WA 98033  
Attn: Leah Chambers

**Selling Agent:**

Attn:

**Lender:**

Attn:

**Seller:**

James Bergevin and Rita Bergevin

**Buyer/Borrower:**

Fred Colter and Tracie Colter  
110 W 6th Ave, Ste 191  
Ellensburg, WA 98926

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## Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

**Escrow Officer:**

Schiree Minor  
101 W Fifth Ave.  
Ellensburg, WA 98926  
Schiree.Minor@amerititle.com  
(509) 925-1477

**Title Officer**

Hannah Hall  
101 W Fifth Ave.  
Ellensburg, WA 98926  
hannah.hall@amerititle.com  
(509)925-1477

**Email escrow closing documents to:**

ellensburg@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

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 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, 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 Policy Amount 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

*This page is only a part of a 2016 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.*

- (d) "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.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in 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].

**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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: AmeriTitle, LLC

By:

*(Signature)*  
 ATTEST President  
*(Signature)* Secretary

Countersigned:

*(Signature)*  
 Authorized Signatory

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**Transaction Identification Data for reference only:**

Issuing Agent: AmeriTitle, LLC  
Issuing Office: 101 W Fifth Ave. Ellensburg, WA 98926  
Customer Reference No.:  
Issuing Office File Number: 414624AM  
Property Address: 811 Colockum Rd, Ellensburg, WA 98926

**SCHEDULE A**

1. Commitment date: **October 16, 2020 at 7:30 A.M.**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy     Standard Coverage     Extended Coverage

Rate: Short Term	Proposed Policy Amount:	\$300,000.00
	Premium:	\$781.00
	Sales Tax:	\$64.82

Proposed Insured:

**Fred Colter and Tracie Colter**

(b) 2006 ALTA Loan Policy     Standard Coverage     Extended Coverage

Rate: Purchaser's	Proposed Policy Amount:	
	Premium:	\$0.00

Endorsements: ALTA 8.1-06 - Environmental Protection Lien, \$0.00  
ALTA 9-06 - Restrictions, Encroachments, Minerals

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**James Bergevin and Rita Bergevin, husband and wife**

5. The Land is described as follows:

**The Northeast Quarter of the Southeast Quarter of Section 18, Township 18 North, Range 20 East, W.M., Kittitas County, State of Washington.**

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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: NE Quarter of the SE Quarter of Section 18, Township 18 N, Range 20 E, 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 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.
9. The company will require completion of an Owner's Affidavit and Indemnity by the owners of the property herein described.
10. Information in possession of the Company indicates that a division of land has occurred or is contemplated in the current transaction involving the Land described in this commitment. The proposed insured should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel.



## 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:  
  
811 Colockum Rd, Ellensburg, WA 98926
- E. We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Hannah Hall, whose direct line is (509) 925-1477, and your Escrow Officer is Schiree Minor, whose direct line is (509) 925-1477.
- F. As of the date hereof there are no matters against Fred Colter and Tracie Colter which would appear as exceptions in the policy to issue, except as shown herein.
- G. We find no activity in the past 24 months regarding transfer of title to subject property.

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**SCHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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.



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://taxsifter.co.kittitas.wa.us> or call their office at (509) 962-7535.

Tax Year: 2020  
Tax Type: County  
Total Annual Tax: \$2,024.00  
Tax ID #: 835034  
Taxing Entity: Kittitas County Treasurer  
First Installment: \$1,012.00  
First Installment Status: Delinquent  
First Installment Due/Paid Date: April 30, 2020  
Second Installment: \$1,012.00  
Second Installment Status: Due  
Second Installment Due/Paid Date: October 31, 2020

11. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
12. 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.

13. 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.

14. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 21, 1999  
Instrument No.: 199910210017

15. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in Instrument from Jerry Wayne McMeans & Cindy L. McMeans, husband and wife.

Recorded: March 24, 2000  
Instrument No.: 200003240015

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.

16. The right of first refusal to lease/purchase disclosed by recitals set forth in document:

Dated: March 21, 2000  
Recorded: March 24, 2000  
Instrument No.: 200003240015

In favor of: Jerry Wayne McMeans and/or Cindy L. McMeans

Issuing Office File No. 414624AM

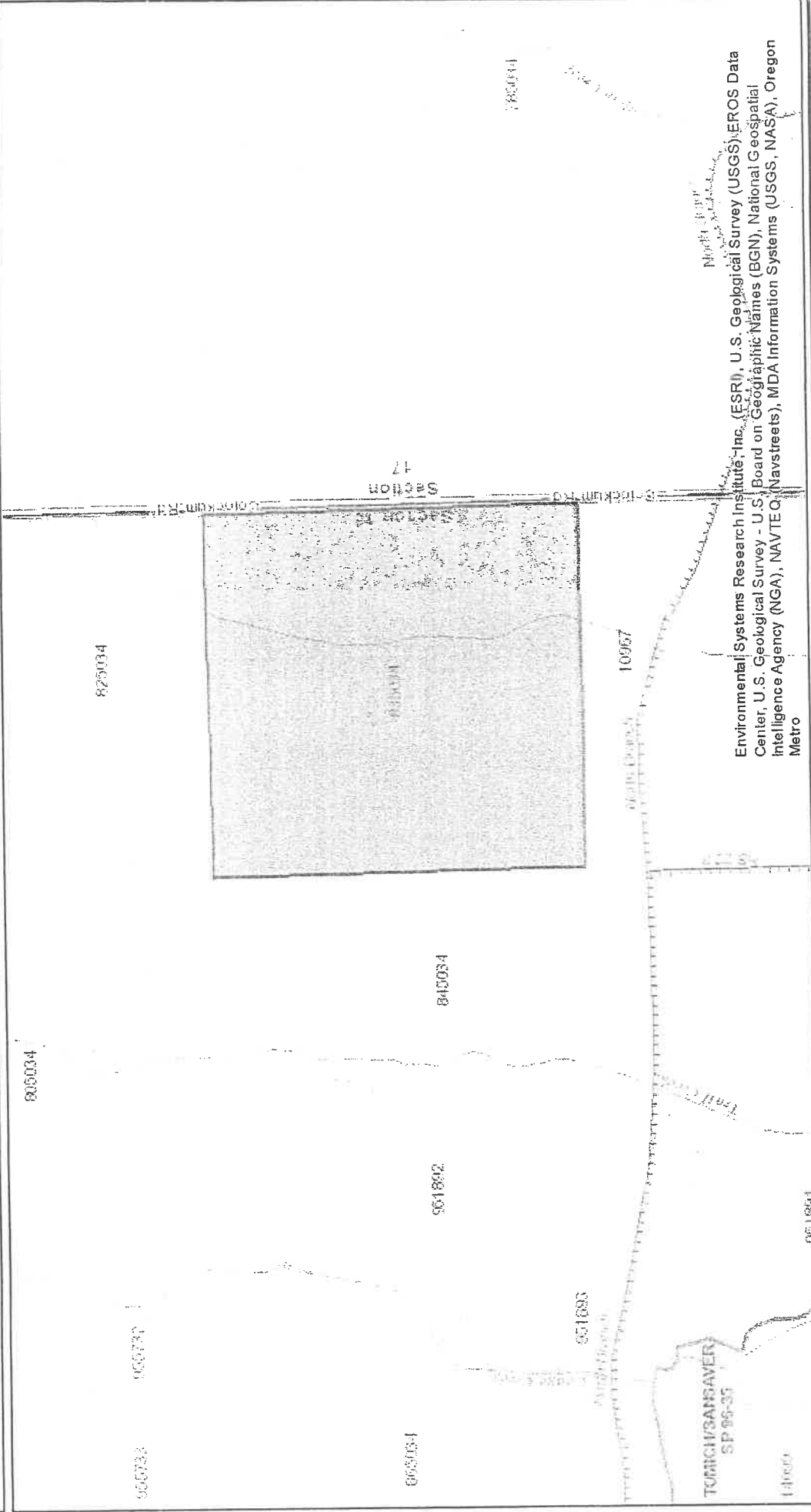
17. A Mortgage, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount \$100,000.00  
Dated: November 2, 2015  
Mortgagor: James Bergevin and Rita Bergevin, husband and wife  
Mortgagee: Wheatland Bank  
Recorded: November 5, 2015  
Instrument No.: 201511050004

**END OF SCHEDULE B**

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# 811 Colockum Rd

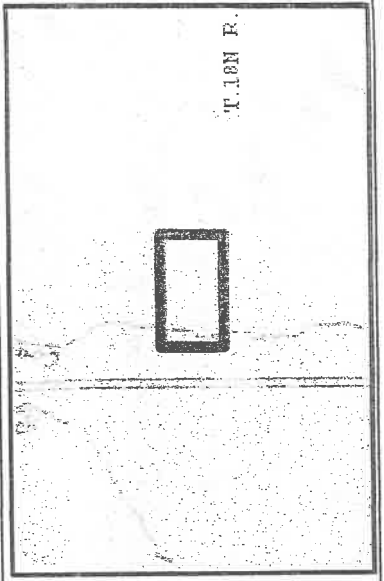


Environmental Systems Research Institute, Inc. (ESRI), U.S. Geological Survey (USGS), EROS Data Center, U.S. Geological Survey - U.S. Board on Geographic Names (BGN), National Geospatial Intelligence Agency (NGA), NAVTEQ, Navstreats), MDA Information Systems (USGS, NASA), Oregon Metro

1 inch = 752 feet  
Relative Scale 1:9,028

Date: 10/23/2020

**Disclaimer:**  
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



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