

## Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

### **Escrow Officer:**

Mindy Cobb 127 E First St. Cle Elum, WA 98922 Mindy.Cobb@amerititle.com (509) 674-9797

### Title Officer

Laura Woodiwiss 101 W Fifth Ellensburg, WA 98926 Laura.Woodiwiss@amerititle.com (509)925-1477

### Email escrow closing documents to:

cleelum@amerititle.com

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101 W Fifth, Ellensburg, WA 98926

Phone: (509)925-1477 Fax: (509)962-8325

### TITLE COMMITMENT ATTACHED

Report No.: 1

Date:

April 23, 2018

File No.:

232662AM

Property:

NKA Morgan Creek Road, Ronald, WA 98940

Buyer/Borrower: Dan Kent and Sunny Kent

Seller:

Howard R. Porter and Sharon L. Porter and Lewis

D. Matthews and Lois J. Matthews and Jeremy T.

Porter

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

### Listing Agent:

John L Scott 304 W First St. Cle Elum, WA 98922

Attn: Kerry Jo Horn

Selling Agent:

John L Scott Roslyn 101 W Montana Ave. Roslyn, WA 98941 Attn: Janice Geary

Lender:

Attn:

Seller:

Howard R. Porter and Sharon L. Porter and Lewis D. Matthews and Lois J. Matthews and Jeremy T. Porter

Buyer/Borrower:

Dan Kent and Sunny Kent

21920 95th Pl S Kent, WA 98031



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.



### 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 EXTRACONTRACTUAL 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**

- "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- "Land": The land described in Schedule A and affixed improvements that by law constitute real (b) 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 forml.

- (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 tiable 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.
- In any event, the Company's liability is limited by the terms and provisions of the Policy. (g)

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

- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- Any claim must be based in contract and must be restricted solely to the terms and provisions (b) 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 proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: AmeriTitle, Inc.

Countersigned:

**Authorized Signatory** 

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Bv.

Transaction Identification Data for reference only:

Issuing Agent: AmeriTitle

Issuing Office: 101 W Fifth Ellensburg, WA 98926

Customer Reference No.:

Issuing Office File Number: 232662AM

Property Address: NKA Morgan Creek Road, Ronald, WA 98940

### **SCHEDULE A**

1.	Commitment date: April 16, 2018 at 7	:30 A.M.	
2.	Policy to be issued:		
(a)	2006 ALTA Owner's Policy x	Standard Coverage	Extended Coverage
	Rate: Subdivider's	Proposed Policy Amount: Premium: Sales Tax:	\$160,000.00 \$300.00 \$24.90
	Proposed Insured:		
	Dan Kent and Sunny Kent		
(b)	2006 ALTA Loan Policy	Standard Coverage x	Extended Coverage
	Rate: Purchaser's	Proposed Policy Amount: Premium:	\$0.00
	Endorsements: 8.1-06, 9-06		\$0.00
	Proposed Insured:		
3.	The estate or interest in the Land descr	ibed or referred to in this Comm	itment is: FEE SIMPLE
4.	Title to the estate or interest in the Lan	d is at the Commitment Date ves	ted in:
	Howard R. Porter and Sharon L. Pohusband and wife and Jeremy T. Po	•	D. Matthews and Lois J. Matthews,
5.	The Land is described as follows:		
	Surveys, pages 50 and 51, under Aubeing a portion of Lots 2 and 3 of the	ditor's File No. 201512300041, he Porter-Matthews Short Plat, ler Auditor's File No. 20050920	orded December 30, 2015, in Book 40 of records of Kittitas County, Washington; recorded September 20, 2005, in Book H of 0077, being a portion of the Northwest in the County of Kittitas, State of

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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.
- 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: Parcel 2 of Boundary Line Adjustment Survey, Book 40 of Surveys, page 50.
- 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. 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: Jeremy T. Porter
- 9. 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.
- 10. The company will require completion of an Owners affidavit and indemnity by the owners of the property herein described.



### **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. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- C. According to the available County Assessor's Office records or information provided to the company, the purported address of said land is:
  - NKA Morgan Creek Road, Ronald, WA 98940
- D. We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Laura Woodiwiss, whose direct line is (509) 925-1477, and your Escrow Officer is Mindy Cobb, whose direct line is (509) 674-9797.
- E. As of the date hereof there are no matters against Dan Kent and Sunny Kent which would appear as exceptions in the policy to issue, except as shown herein.
- F. 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:

- 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.
- 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.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 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.
- (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.
- 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.

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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 delinguency.

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: 2018 Tax Type: County

Total Annual Tax: \$177.03

Tax ID #: 949595

Taxing Entity: Kittitas County Treasurer

First Installment: \$88.52 First Installment Status: Due

First Installment Due/Paid Date: April 30, 2018

Second Installment: \$88.51 Second Installment Status: Due

Second Installment Due/Paid Date: October 31, 2018

11. Tax Year: 2018 Tax Type: County

Total Annual Tax: \$101.74

Tax ID #: 959762

Taxing Entity: Kittitas County Treasurer

First Installment: \$50.87 First Installment Status: Due

First Installment Due/Paid Date: April 30, 2018

Second Installment: \$50.87 Second Installment Status: Due

Second Installment Due/Paid Date: October 31, 2018

- 12. 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
- 13. This property is currently classified under the Designated Forest Land Statute R.C.W. 84.33. Sale of this property without notice of compliance to the County Assessor will cause a supplemental assessment, interest, and penalty to be assessed.

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.



14. 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. Roe, 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

15. 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: January 7, 2003 Instrument No.: 200301070056

- 16. Terms and conditions regarding obligations for use and maintenance of an appurtenant easement known as the "Morgan Creek Beach Easement" as contained in instrument recorded January 7, 2003 under Auditor's File No. 200301070057, which terms and conditions benefit and burden all lots or parcels created within the boundaries of the benefited property, affecting said Section 16, and other land.
- 17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Purpose: 60' easement for ingress, egress, utilities and road construction and repair

Recorded: September 11, 2003 Instrument No.: 200309110044

Affects: Portion of said premises and other land

Note: A release and re-location of a portion of said easement recorded March 15, 2006 under Auditor's File No. 200603150021.

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

Matthews Short Plat.

Recorded: September 20, 2005

Book: H of Short Plats Pages: 117 and 118

Instrument No.: 200509200077

Matters shown:

a) Existing 60' easement

b) 40' easement

c) Notation which states:

Forty foot (40"0 easement road:

Howard R. Porter etux & Lewis D. Matthews etux & Jeremy T. Porter and Nicolas F. Porter, its heirs, successors, and assigns reserves non-exclusive easement rights for ingress, egress, and utilities upon said easements created for the benefit of the lot owners shown on this survey. Provided further, no lot owner shall contest or prohibit the dedication of said easement to the public if required for further development. Location of the access roads and utilities shown on the survey may be reasonably moved to meet the necessary requirements for county or municipal standards for any future parcel segregation.

d) 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 plat boundary and shall be divided 5 feet on each side of interior lot lines

e) All other notes contained thereon

19. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Northland Investments, Inc. Purpose: Ingress, egress and utilities

Recorded: March 15, 2006 Instrument No.: 200603150021 Affects: Portion of said premises

20. Joint Venture Agreement and the terms and conditions contained therein

Between: Howard and Sharon Porter, husband and wife; Lewis and Lois Matthews; Jeremy Porter; Nicolaas Porter

and the public

Recorded: October 13, 2008 Instrument No.: 200810130020

Said document contains a Right of First Refusal.

21. 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: March 10, 2011 Instrument No.: 201103100003

22. 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: March 10, 2011 Instrument No.: 201103100004



23. Declaration of Shared Well Agreement and the terms and conditions contained therein

Between: Howard R. Porter and Sharon L. Porter, husband and wife; and Lewis D. Matthews and Lois J. Matthews, husband and wife; and Jeremy T. Porter, as his separate estate; and Nicolaas F. Porter, as his separate estate, in

indeterminate interest

Recorded: January 28, 2014 Instrument No.: 201401280006

Amendment to Declaration of Shared Well Agreement recorded June 6, 2016, under Auditor's File No. 201606090019.

24. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:

Granted To: Puget Sound Energy, Inc.

Purpose: Utility systems Recorded: March 16, 2015 Instrument No.: 201503160011

Affects: Portion of said premises and other land

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

Recorded: December 30, 2015

Book: 40 of Surveys Pages: 50 and 51 Instrument No.: 201512300041

Matters shown:

a) Easements contained thereon

26. The right of the United States of America, acting through the U.S. Forest Service or any of its agencies, to regulate or limit the right of access to and from the land.

### END OF SCHEDULE B

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# 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-Billey 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 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.

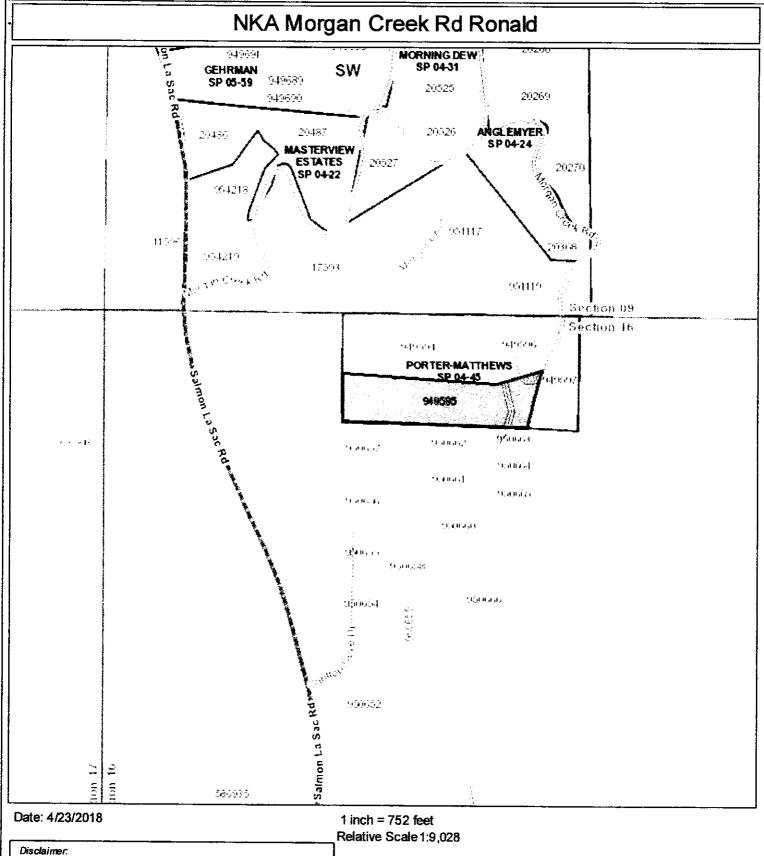
### Reservation of the right to disclose information in unforeseen circumstances:

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.



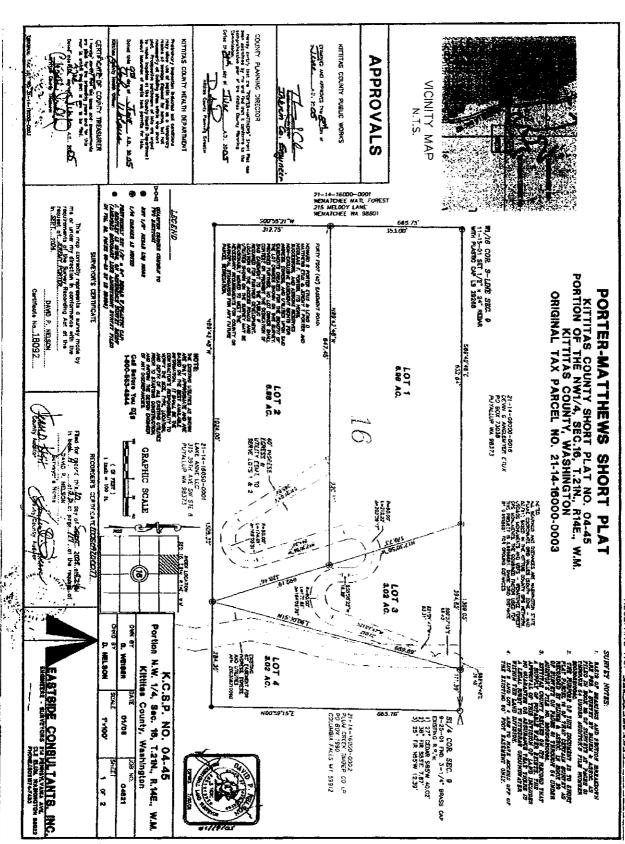
Disclaimer.

Kititas 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. Kititas 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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KITTITAS COUNTY SHORT PLAT NO. 04-45
PORTION OF THE NW1/4, SEC.16, T.21N., R14E., W.M.
KITTITAS COUNTY, WASHINGTON
ORIGINAL TAX PARCEL NO. 21-14-16000-0003

PORTER-MATTHEWS

SHORT PLAT

S. A PARKEN DYBLYT GASTANING TO FRET AN HOUTH OF RESERVED ALCOHOL ALL LOT GARES. THE IS TOOD! CARREACH SHALL ARRIVE AS EXTRODOR PLAT BOUNGARY AND SHALL BE DIMERCO S PRET DY EVEN SING OF INTERIOR LOT LIMES. MER APTE T.10.140 LINGUINGUIS AND RESPONSANT FOR CONTROLLER AND PETROLING SPREAD OF LINGUIS ANDS. ACCORDINGS, P. O. WITTHIS COUNTY ANDSESS AND DIAGO CHAMPIOS MAZDASTE MEXICIPAN OF ANDSE METURED BY DESIGNATION OF ANDSLING SIZE SUPPLYINGS OF MERCHAST SELDS.

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PARCEL IN OF THAT CRITICAL SUPPLY AS PROCEDUD LASSET IT, SOLI IN NOTIFY OF BATTERS (MICHOEL SAME AND LANDINGS (ALL AMMER) RESPONDED ARTERNO OF ATTERS COUNTY, MICHOELEN, AND A POSTON OF AND PROPERTY CAUSTY OF BECOME IN, TOMORRO OF HOTTIC, ALMOSE IN SURT, KAIE, AN INS COLUMIT OF MITTERS, STATE OF ALMONICION. S. PURBLIANT TO HOW POLALOSS, THE CAMBILATIVE SEFECT OF WATCH WITHOUGHANGS FOR THIS OCKNOWNESS FOR OAX. NOW MICHIGAN THE STATE OF THE PROPERTY OF T . DITHE PRIME ROAD SHALL ACHER DIS COMPACTION AND SHALL AT HEMOTITIS AND AIRTING THE ALCOHOLD DEMOCIAL IN THE STATE OF HEMOTIAN SPECIATING THAT THE SHALL ATTRICE CHARTY BETT AND AIRTING SHAMPH BY THE SECURITY SHALL ALCOHOLD THE SECURITY SHALL ALCOHOLD THE SECURITY SHALL ALCOHOLD THE SHALL FAULT FALL.

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K.C.S.P. NO. 04-45
Portion N.W. 1/4, Sec. 18, T.2W., R.14E., W.M.
KHIItas County, Washington P VEIGER This map correctly espressnis a survey made by me or under my detection in conformation with the requirements of the Savey Recording Act of the requirement of the Savey Recording Act of the foreignest at affiliation. 01/05 \*.t00: Certificate No., 18092 .... DAVID P. NELSON NO BO

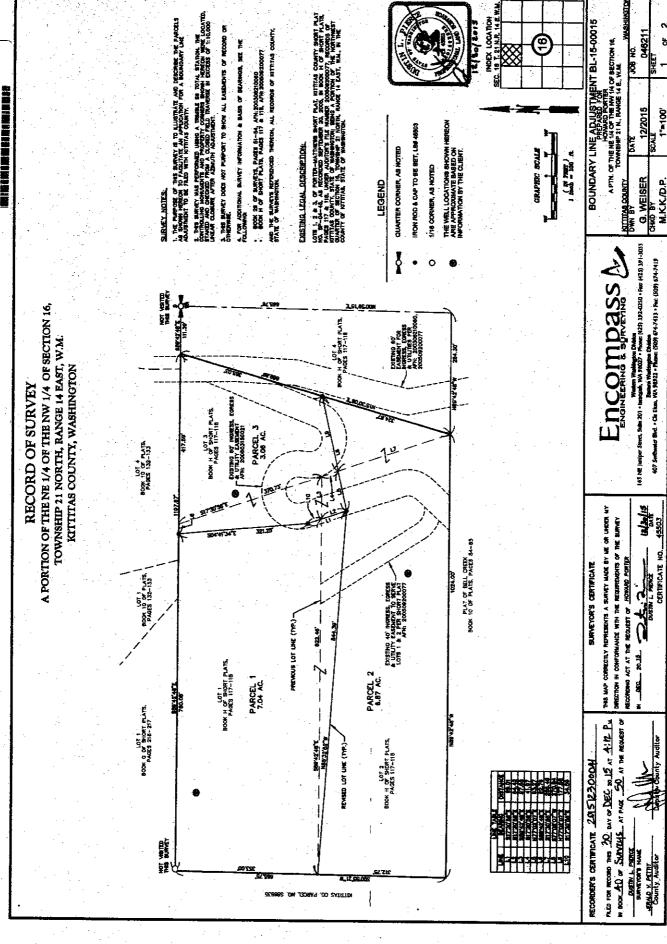
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# RECORD OF SURVEY

# A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 14 EAST, W.M. KITTITAS COUNTY, WASHINGTON

PROPOSED LEGAL DESCRIPTIONS:

PORTEX-MATTERS SHORT PATA KITTING COUNT SHORT PATA NO. 39—CO-48, AS RECORDED SETTEMENT SO, 2005, N. BOCK H. OF SHORT PATA, PAGES 17.2 & 119, T. S. EL MARRIET ASSOSSOROOTS RECORDED SETTEMENT OF MASSIVETICAL SETTEMENT OF SECTION OF THE HORTHWEST CLARITE OF SECTION IS, TORNISHED SETTEMENT OF SECTION IS, TORNISHED SETTEMENT OF SECTION IS, TORNISHED SETTEMENT OF SECTION SETTEMENT OF SECTION SETTEMENT OF SETTEM

WE THAT PORTION OF LOT 2 OF SAID SHORT PLAT WHICH IS BOUNDED BY A LINE DESCRIPED AS FOLLOWS:

WHING AT THE MONTHMENT COMMEN OF EACH LOT 2 WHON IS THE TIME POINT OF BECOMENS OF EACH LOTS, THENCE SOUTH BESCHAFFELT ALLOYS THE MONTH BOUNDARY LINE. SALE FEET, WEIGHT OF BECENNING AND TENEMBLES OF SADE SALE FEET, WEIGHT OF BECENNING AND TENEMBLES OF SADE.

INDEPT THAT PORTION OF LOT 1 OF SAID SHORT PLAT WHICH IS INCURBID BY A LANE DESCRIBION AS FOLLOWS:

NEWS OF SHE MORTHWEST CORDER OF SAUD LOT 1, THERCE BOUTH BONGATE EXIT ACHE THE MORTHWEST CORDERS OF SETS TO THE THIRE FOR THE LOTS. THE PORT OF SAUD LOT 1, THOUGH THE CHARLE SETS OF THE CHARLE OF

OF 2 OF THE PORTER-LATERENS SHORT PLAT, KITTING COUNTY SHORT PLAT MA, SP-OL-14, AS RECORDED SOTTOMERS 20, 2004, M BOOK H OF SHORT PLATS, PAGES 117, & 114, M MARKADER AND AND MARKADER AND

ING THAT PORTION OF LOT 3 OF SAID BHORT PLAT WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS

HIGAT HE SOUTHERN MOST CORNER OF LOT 3 WHOM IS THE PORT OF BEGINNING OF SUID LIRE, THERECK NORTH, 1779'06" WIST ALONG THE WEST BOLDOMYN LINE OF SIGNING THE LOSS OF SUID LISES OF SUID L

INSET THAT PORTION OF SAID LOT 2 OF SAID SHORT PLAT WHICH IS BICHORD BY A LINE DESCRIBED AS FOLLOWS.

nd except that portion of skid lot 2 of skid growt plat whom as bounded by a line described as follows.

MUNIO AT THE MORTHMEST COMMEN OF 8400 LOT 2 WHICH IS THE TIME POWN OF BECOMMEN OF SAID LOTS, INSUES BOUND WENT OF BEOMPHING THE DAYS OF THE THE POWN OF BEOMPHING OF SAID TEMBRIS OF SAID.

DANNO AT THE WORTHWEST CONNER OF EACULOT & THOUGH BENEZIATE EAST ALDNO THE WORTH BOUNDARY LINE OF AND 101 2, BEZIGE SEET TO THE THEE POINT OF THE EAST BOUNDARY LINE OF SAD LOT & BESIGE SOUTH LINES SOUTH THOUGH SOUTH STOUTH SOUTH THOUGH SOUTH STOUTH SOUTH STOUTH SOUTH STOUTH SOUTH STOUTH SOUTH SOUTH SOUTH STOUTH SOUTH SOUTH

1.3 OF THE FORTER-LATHERS SHORT PLAT. KITHIAS COMPT PLAT HO, SF-OK-OK-AS, AS RECORDED SEPTEMBRS 30, 2003, IN BOOK H OF SHORT PLATS, PAGES 117, & 116, ALMINOR SOCIOSOSOOTS, PROCESSOO OF THE SOCIOSE OF USINE COUNTING SOCIOS. SECTION 16, TOWNSPP 31 FIN, MANZ 13, W.S., IN THE COUNTING STATE OF WASHINGS.

THAT PORTION OF LOT 1 OF SAID SHORT PLAT WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWED.

NAMES AT THE MONTHWEST CONNERS OF SACE LOT 1, THENCE SOUTH WING 46" EAST ALGNO THE NOMED MAY LIKE CO SACE LOT 1, THENCE SOUTH BOYLD'S THE SACE LIKE TO A POST TO THE THENCE AND THE OF SACE LOT 1, THENCE AND THE OF SACE LOT 1, THENCE AND THE OF THE DAY AND THE TO A POST OF THE TO A POST OF THE SOUTH SOUTHOUT WE GET SACE WHITE THE SACE WAS SOUTH SOU

NO THAT PORTION OF LOT 2 OF SAID SHORT PLAT WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOW

WHENCE AT METATORIZE CONTINUES OF STATE STATE AND THE METATORIZES AND ITS A STATE STATE OF ST

except that portion of said lot 3 of said short plat which is bounded by a lane described as follows:

WIND AT THE SOUTHERN MOST CORNET OF SAID LOT 3 WHON IS THE POINT OF BECOMING OF SAID LINE. THERE'S NOTH, 1730'66" WEST ALCHO THE WEST SOUMBLINY OF SAID, AS SAID, AREST, TRAKER, ENDIN TATOSOTT, EST, 1773 SET EST FOR SOUR HIS TOWN OF BECAMEN AND TOTAGENES OF AUGUSTY. LINE OF SAID LOT S, TICHOUR SOUTH 1530'00" WEST ALCHOS. EAST SOURCEMENT LINE, SAID THE THE POINT OF BECAMEN AND TOTAGENES OF SAID LANG.



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Encompass A

Worken Windhalton Dhiston | Washington Dhiston | 165 NW harpon Sheet, State 201 - Item (423) 391-3055 Essien: WA 96922 - Phone; (100) 674-7433 - Puc (109) 674-7419

BOUNDARY LINE ADJUSTMENT BL-15-00015 A PTH. OF THE NE 14 OF THE NW 14 OF BECTION 16, TOWNSHIP 21 N., RANGE 14 E., W.M. 12/2015 DATE DATE SWN BY

> RECORDING ACT AT THE REGALEST OF HOMAND PORTED A SEC DE N County Auditor BURNEYOR'S MAME

County Auditor

CERTIFICATE NO. A Survey

THIS MAP CONSECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE BURYEY

PILED FOR MICHON THIS 30 DAY OF DEC. 20 15 AT 4112 P. M.

" BOOK ALL ON SULVINIS AT PARE SO

RECORDER'S CERTIFICATE, 201512-50 004.

AT THE REQUEST OF

SURVEYOR'S CERTIFICATE

ON BOS ž G. WEISER CHKD 8Y M.K.K.D.P

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Form 34 Addendum/Amendment to P&S Rev. 7/10 Page 1 of 1

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### ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

between _	Dan Kent		Sunny Kent			("Buyer") 2
	Buyer		Buyer	<del></del>		( Buyer ) 2
and	Howard, Je	remy, Sharon Porter	Lois & Lewis Ma	itthews		("Seller") 3
	Seiler		Seller			( 001101 ) 3
concerning ]		Morgan Creek Rd	Ronald	WA	98940	(the "Property"). 4
	Address		City	State	Zip	(allo 1 topolity ). 4
T IS AGREI	ED BETWEEN	N THE SELLER AND BUY	ER AS FOLLOWS:			5
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Morgan C	reek, owned	000 in lieu of seller to f by the same sellers as	lot 2. They agree to	novai. In the remov	is easeme val of the	easement. All 7
Jarties IIIV	oived agree	to easement removal.				8
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Date Seller's Initials

Buyer's Initials

Date

Buyer's Initials

Date 04/24926 Initials

Date

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