



Chicago Title Insurance Company



COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

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

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

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

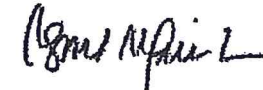
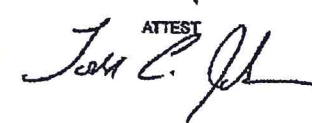
The Company will provide a sample of the policy form upon request.

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

Issued by:
AMERITITLE
P.O. BOX 617
101 WEST 5TH AVENUE
ELLENSBURG, WA 98926
(509) 925-1477

CHICAGO TITLE INSURANCE COMPANY



By: 
ATTEST 
President Secretary

Countersigned: 
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

Prepared for:
AmeriTitle Escrow Closing Dept.
P.O. Box 617
503 North Pearl
Ellensburg WA 98926
509-925-1477
(FAX) 509-962-8325
ellensburg@ameri-title.com
Attn: **Schiree Sullivan**

Inquiries should be made to:
AMERITITLE
P. O. Box 617
101 West 5th Avenue
Ellensburg WA 98926
(509) 925-1477 / FAX (509) 962-3111
Email: ellensburg@ameri-title.com

SCHEDULE A

Title Number: **0118298-E**
Policy underwritten by: **CHICAGO TITLE**
Title Officer: **MARLENE WYATT**
Your Reference No.: **DUNCAN / HANSEN**

1. Effective Dated as of **May 17, 2013 at 8:00 A.M.**

2. Policy or Policies to be issued:	Liability	Premium
ALTA Owner's Policy (6/17/06)	\$95,000.00	\$486.00
Standard	Sales Tax:	\$38.88
Easement Charge		\$100.00
	Sales Tax:	\$8.00

Proposed Insured:
KEVIN J. HANSEN AND TONIA M. HANSEN, HUSBAND AND WIFE

3. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE ESTATE

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

**JEFFREY D. DUNCAN, AS HIS SEPARATE ESTATE AND CHRISTINE A. HUESTIS, WHO
ACQUIRED TITLE AS CHRISTINE A. DUNCAN, AS HER SEPARATE ESTATE, EACH AS TO AN
INDETERMINATE INTEREST**

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

As fully set forth on attached.

SCHEDULE A (Continued)

Order No.: 0118298-E

Legal Description:

Parcel 1 of that certain survey recorded in Book 30 of Surveys, page 50, under Auditor's File No. 200405060013, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 8, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

END OF SCHEDULE A

SCHEDULE B – SECTION I

File No.: 0118298-E

REQUIREMENTS

1. Instruments necessary to create the estate or interest or mortgage to be insured must be properly executed, delivered, and duly filed for record.
2. The legal description contained in this commitment is based on information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the legal description does not conform to their expectations.

END OF SCHEDULE B - SECTION I

SCHEDULE B – SECTION II

File No.: 0118298-E

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. 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.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. 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.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

End of General Exceptions

SCHEDULE B – SECTION II continued

File no: **0118298-E**

SPECIAL EXCEPTIONS:

1. General taxes and assessments for the second half of the year 2013, which become delinquent after October 31, 2013, if not paid.
Amount : \$722.71
Tax No. : 17-18-08000-0022 (848433)

NOTE: First half 2013 taxes and assessments have been paid in the amount of \$722.72.
General taxes and assessments for the full year: \$1,445.43.

Note: Tax payments can be mailed to the following address:
Kittitas County Treasurer
205 West 5th Avenue, Room 102
Ellensburg, WA 98926

2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid. Real estate excise tax on said property is subject to tax at the rate of 1.53% (State = 1.28%; Local = 0.25%).
3. 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.

4. Amendatory Contract, governing reclamation and irrigation matters:
Parties : The United States of America and the Kittitas Reclamation District
Dated : January 20, 1949
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
Auditor's File No. : 208267
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
5. 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 J 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.

SCHEDULE B – SECTION II continued

File no: **0118298-E**

6. Reservations of irrigation rights reserved by James L. Thompson and Delma T. Thompson, husband and wife in Real Estate Contract dated June 30, 1979 and recorded July 3, 1979 in Volume 117, page 300 under Auditor's File No. 433866.

7. Exceptions and Reservations as contained in Instrument
From : Robert E. Belsaas, a single man
Dated : December 8, 1986
Recorded : December 9, 1986 in Volume 254, page 61
Auditor's File No. : 501069, as follows:

"Grantor reserves a one-half undivided one-half interest in all oil, gas, and other minerals."

Present ownership and other matters affecting said reservation not shown herein.

8. Any question arising due to fence lines lying outside of the North boundary of said premises as disclosed by survey recorded in Book 17 of Surveys, page 51, under Auditor's File No. 536407.

9. Easement for electric transmission and distribution line, together with necessary appurtenances, as granted by instrument recorded on March 1, 1991, in the office of the recording officer of Kittitas County, Washington under recording number 537479.
To : Puget Sound Power & Light Company, a Washington corporation
Affects : A strip of land 20 feet in width across said premises

10. Agreement by and between Dennis H. Chapman and Jenny L. Chapman, husband and wife, Grantor and Thomas G. Reardon, an unmarried man, Grantee, as contained in deed recorded July 10, 1991 in Volume 323, page 712, under Auditor's File No. 540843, as follows:

"Grantor will allow Grantee to use existing sprinkler system provided that Grantee shares equally the cost of maintenance of the system on said parcel."

11. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as conveyed by instrument recorded on February 18, 2000, under Kittitas County Auditor's File No. 200002180002.
In favor of : Puget Sound Energy, Inc., a Washington corporation
For : To construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the Easement Area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity, together with the right of access over and across said property
Affects : A portion of said premises

12. Matters disclosed on the Survey recorded May 6, 2004, in Book 30 of Surveys, page 50, under Auditor's File No. 200405060013, including but not limited to the following:
a) 30' easement.
b) Notes contained thereon.

SCHEDULE B – SECTION II continued

File no: 0118298-E

13. Terms and conditions of decree of Dissolution:
Entered : April 15, 2008
Superior Court Cause No. : 07-3-00140-5
Between Petitioner : Christine Ann Duncan
And Respondent : Jeffrey Dean Duncan
Which state in part as follows : Undisclosed

We find the property settlement agreement is sealed and unavailable for review. We may be willing to reconsider this exception upon providing of a copy of the Property Settlement Agreement.

14. Terms and conditions for use and maintenance as contained in grant of appurtenant ingress, egress and utility easement conveyed by Mark A. Timko and Michele Timko, husband and wife, Grantors, to Christine A. Huestis, formerly Christine A. Duncan, and Jeffrey D. Duncan, formerly wife and husband, Grantees, recorded November 2, 2012, under Auditor's File No. 201211020068 as follows:

"Each party hereto and their successors and assigns shall be responsible for one-half the cost of any maintenance with respect to the gravel road presently constructed over and across Easement I which maintenance shall include application of additional gravel, ditching and grading as reasonably necessary to maintain a reasonably smooth gravel surface roadway as the same now exists. Any improvement of the road to a condition better than the gravel surfaced roadway now existing shall be accomplished only with the consent of all of the owners benefited. However, if any property owner does not consent to an improvement, the other property owner may nevertheless provide and pay for such improvement, provided, however, that the non-consenting party shall not be required to bear any cost of said road improvement or any increased maintenance caused by such improvement."

15. Terms and conditions for use and maintenance of an appurtenant easement for the purpose of transportation of irrigation water by one underground pipe from an identified "Irrigation Riser" as shown on Boundary Line Adjustment survey recorded under Kittitas County Auditor's File No. 200405060013, as conveyed by Mark A. Timko and Michele Timko, husband and wife, to Christine A. Huestis, formerly Christine A. Duncan, and Jeffrey D. Duncan, formerly wife and husband, as tenants in common, as set forth in instrument recorded November 2, 2012, under Auditor's File No. 201211020068.

END OF SCHEDULE B – SECTION II

NOTES

File No.: 0118298-E

The following matters will not be listed as Special Exceptions in Schedule B of the policy or policies to be issued. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy or policies to be issued:

1. Suggested abbreviated legal (for use when a standardized cover sheet is required for recording):
Parcel 1, Book 30 of Surveys, page 50, ptn of NW Quarter of Section 8, Township 17N, Range 18E, W.M.
2. The following endorsements will be attached to the ALTA Owner's policy when issued: NONE
3. Any map or sketch enclosed as an attachment herewith is furnished for information 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.
4. In the event this transaction fails to close and this commitment is cancelled, a minimum cancellation fee of \$54.00 may be charged to comply with the State Insurance Code and the filed schedule of this Company.

END OF NOTES

MW/lmw

3 cc: AmeriTitle: Schiree Sullivan

1 cc: ReMax: Susan Ferrell
susanf@ellensburg.com

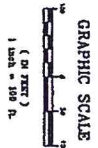
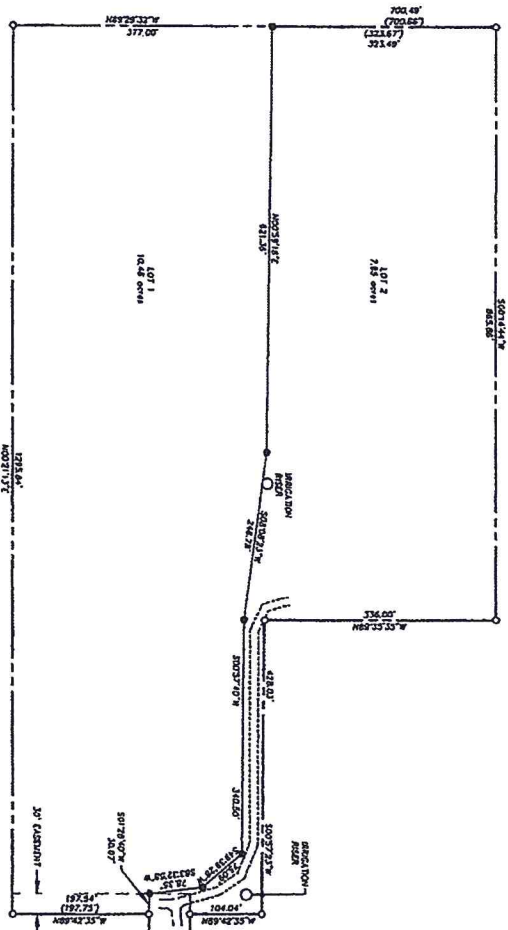
CONDITIONS

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

BOUNDARY LINE ADJUSTMENT PTN. OF SECTION 8, T.17N., R.18E., W.1M. KITITAS COUNTY, WASHINGTON.

RECEIVING NUMBER 200405060013

3-0-5-0



- NOTES:**
1. THE PURPOSE OF THIS SURVEY IS TO DETERMINE AND MARK THE BOUNDARIES FOR TAX PARCELS 17-18-08000-0023 AND 17-18-08000-0017 AND ADJUST THE BOUNDARIES TO REFLECT THE CONVEYANCE SHOWN HEREON.
 2. THIS SURVEY WAS PERFORMED USING A HIRON DM-501 TOTAL STATION. THE CONTROLLING BOUNDARIES AND PROPERTY CORNERS SHOWN HEREON WERE LOCATED, STAKED AND CHECKED FROM A CLOSED FIELD TRAVERSE IN EXCESS OF 110000 DIAGONAL CLOSURE AFTER ADJUSTMENT.
 3. THIS SURVEY DOES NOT PURPORT TO SHOW ANY EASEMENTS OR RECORD OR OTHERS.
 4. FOR SECTION SUBMISSION, COMPLETE DOCUMENTATION AND ADDITIONAL SURVEY INFORMATION, SEE BOOK 17 OF SURVEYS AT PAGE 51, UNDER AUDITOR'S FILE NO. 538407, RECORDS OF KITITAS COUNTY, STATE OF WASHINGTON, AND THE SURVEY REFERRED TO HEREIN. THE BASIS OF BOUNDARIES SHOWN HEREON IS THE SAME AS SAID SURVEY.

KNO NOTES:

1. ACCORDING TO KITITAS RECLAMATION DISTRICT (KRD) RECORDS, LOT 1 HAS 11 RECREABLE ACRES AND LOT 2 HAS 11 RECREABLE ACRES. RECREABLE WATER MAY ONLY BE APPLIED TO RECREABLE ACRES.
2. FULL PAYMENT OF ANNUAL AND ASSESSMENT IS REQUIRED FOR RECREABLE USE OF THE USE OR NON-USE OF WATER BY THE OWNER.
3. THE LANDOWNERS MUST PROVIDE FOR THE CONSTRUCTION AND MAINTENANCE OF THE WATER DELIVERY SYSTEM AND BE RESPONSIBLE FOR CONVEYING WATER FOR THE ENTIRE PROPERTY. THE WATER MASTER WILL BE RESPONSIBLE FOR KEEPING WATER USE RECORDS FOR EACH LOT, AND WILL ONLY BE RESPONSIBLE AT THE TIME OF WATER DELIVERY TO THE WATER DELIVERY POINT.
4. KRD OPERATIONS AND MAINTENANCE ROADS ARE FOR RECREABLE USE ONLY. RECREABLE AND RECREATION USE IS PROHIBITED.
5. KRD IS ONLY RESPONSIBLE FOR DELIVERY OF WATER TO THE WATER DELIVERY POINT. KRD IS NOT RESPONSIBLE FOR WATER DELIVERY LOSS (SEEPAGE, EVAPORATION, ETC.) BELOW THE DESIGNATED TURNOUT.



LEGEND

- SET 1/2" REBAR
- FOUND REBAR
- FENCE
- () RECORD DATA

EXISTING LEGAL DESCRIPTION:
PARCELS 17 AND 18 OF THAT CERTAIN SURVEY RECORDED IN BOOK 17 OF SURVEYS AT PAGE 51, UNDER AUDITOR'S FILE NO. 538407, RECORDS OF KITITAS COUNTY, STATE OF WASHINGTON.

RECORDER'S CERTIFICATE

Filed for record this 6th day of May 2004, at 10:15 AM in Book 17, at page 51, of the records of Kittitas County, Washington.

DAVID P. NELSON
County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me and my assistants in accordance with the requirements of the Surveying Act of the State of Washington, 1909, and the rules and regulations of the Board of Surveyors of the State of Washington.

DAVID P. NELSON
Certificated No. 1892



EASTSIDE CONSULTANTS, INC.
214 E. BIRCH AVE.
SPokane, WA 99201
PH: 509-325-1140

BOUNDARY LINE ADJUSTMENT

A PORTION OF THE NE 1/4 SEC. 1, T17N., R18E., W1M.

KITITAS COUNTY	DATE	JOB NO.
OWN BY	05/20/04	WASHINGTON
D.P./T.R.	SCALE	SHEET
D. NELSON	1"=100'	04522
		1 of 1

30/50

200405060013