

101 W Fifth, Ellensburg, WA 98926

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

# PRELIMINARY TITLE COMMITMENT ATTACHED

Date:

December 1, 2017

File No.:

208212AM

Property:

11798 Manastash Road, Ellensburg, WA 98926

Buyer/Borrower: Georgann Mari Williamson

Seller:

Stephen Crowley and Susanna Crowley

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

Listing Agent:

RE/MAX Community Realty 2109 W Dolarway Rd., Ste. 2 Ellensburg, WA 98926 Attn: Toby Williams

Selling Agent:

RE/MAX Community Realty 2109 W Dolarway Rd., Ste. 2 Ellensburg, WA 98926 Attn: Gina Styler

#### Lender:

Premier Mortgage Resources 10025 19th Ave. SE, Ste. 100 Everett, WA 98208 Attn: Cameron Lillibridge

## Seller:

Stephen Crowley and Susanna Crowley 11800 Manastash Rd Ellensburg, WA 98926

Buyer/Borrower:

Georgann Mari Williamson 27218 103rd Dr NW Stanwood, WA 98292



# 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 Ellensburg, WA 98926 Schiree.Minor@amerititle.com (509) 925-1477

# Title Officer

Kathryn Osborne 101 W Fifth Ellensburg, WA 98926 Kathy.Osborne@amerititle.com (509)925-1477

# Email escrow closing documents to:

ellensburg@amerititle.com



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 <a href="http://www.alta.org/">http://www.alta.org/</a>.

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, Kathryn Osborne

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# 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

(18M) Nais L.
Prestiam

By Lass C. J.

Secretary

Issued by:

AmeriTitle, Inc.

Authorized signer

#### SCHEDULE A

Order No.: <b>208212AM</b>		
1. Effective date: November 27, 2017 at 7:30 A.M		
2. Policy or Policies to be issued:		
(a) ALTA Owner's Policy X Standard Coverage (6-17-06) Rate: Short Term	Amount:	Extended Coverage \$575,000.00 \$1,296.00
Proposed Insured:  Georgann Mari Williamson, an unmarried woman	Sales Tax:	\$106.27
(b) ALTA Loan Policy Standard Covera (6-17-06) Rate: Purchasers	ge X	Extended Coverage \$325,000.00
Rate: Fulchaseis		,
	Premium:	\$616.00
	Sales Tax:	\$50.51
Endorsements: 8.1-06, 9-06 and 22-06		\$0.00

Proposed Insured:

Premier Mortgage Resources LLC, its successors and/or assigns, as their interest may appear

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

Stephen Crowley and Susanna Crowley, husband and wife

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

Parcel B of that certain Survey recorded March 17, 2017, in Book 40 of Surveys at page 207, under Auditor's File No. 200703170002, records of Kittitas County, Washington; being a portion of the Northeast Quarter of Section 16, Township 17 North, Range 17 East, W.M., in the County of Kittitas, 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. 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.
- f. The company will require completion of an owner's affidavit and indemnity by the owners of the property herein described.
- g. 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.
- h. 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 B, Book 40 of Surveys, pg 207, ptn NE Quarter of Section 16, Township 17N, Range 17E, W.M.

Note No. 1: 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. 2: According to the available County Assessor's Office records, the purported address of said land is:

11798 Manastash Road, Ellensburg, WA 98926

Note No. 3: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Kathryn Osborne, whose direct line is (509) 925-1477, and your Escrow Officer is Schiree Minor, whose direct line is (509) 925-1477.

Note No. 4: 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. 5: As of the date hereof there are no matters against Georgann Mari Williamson which would appear as exceptions in the policy to issue, except as shown herein.

Note No. 6: We find no activity in the past 24 months regarding transfer of title to subject property.

Note No. 7: The policy requested in the application for insurance is ALTA Homeowner's Policy of Title Insurance - One-to-four Family Residence. Said Policy is not available for this property and the ALTA Owner's Policy as identified in Schedule A hereof will be issued instead.

Contact your title officer if there are any questions.

#### SCHEDULE B - SECTION II

#### **EXCEPTIONS**

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

- 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.
- 2. 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.
- 5. (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.
- 6. 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.
- 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.
- 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: 2017 Tax Type: County

Total Annual Tax: \$4,318.66

Tax ID #: 315133

Taxing Entity: Kittitas County Treasurer

First Installment: \$2,159.33 First Installment Status: Paid

First Installment Due/Paid Date: April 30, 2017

Second Installment: \$2,159.33 Second Installment Status: Paid

Second Installment Due/Paid Date: October 31, 2017

Customer Reference No.

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- 10. 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
- 11. 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:

Recorded: January 26, 1940

Book 66, Page 566

Reserving therefrom and subject to Public Highway running through said real property

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

Purpose: Release of rights Recorded: June 30, 1927 Book 45, Page 398

13. 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:

Recorded: September 14, 1966

Instrument No.: 332724

Over and across a 15 foot roadway commencing at the Manastash Road, running Southerly to the North boundary line of that portion of the East Half of the West Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter lying South of Manastash Creek.

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

Purpose: Ingress and Egress over and across a 30 foot roadway, commencing at the Manastash Road, running Southerly to the North boundary line of that portion of the East half of the West half of the Northwest quarter of the Southwest quarter of the Northeast quarter lying South of Manastash.

Recorded: October 17, 1978 Instrument No.: 427202 Customer Reference No.

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 Agreement and the terms and conditions contained therein Public Utility District No. 1 of Kittitas County, Washington Corporation

Purpose: Purchase of Power Book 320, Page 1429 Recorded: February 18, 1991 Instrument No.: 538133

- 17. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Manastash Creek, if it is navigable.
- 18. Any question that may arise due to the shifting or change in the course of the creek herein named, or due to said creek having changed its course. Regarding Manastash Creek.
- 19. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.
- 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: \$200,000.00

Trustor/Grantor: Stephen Crowley and Susanna Crowley, husband and wife

Trustee: AmeriTitle

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee

for Peoples Bank Dated: August 1, 2014 Recorded: August 5, 2014 Instrument No.: 201408050027 Affects: Portion of subject property

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

Recorded: March 17, 2017 Book: 40 of Surveys Page: 207 Instrument No.: 201703170002

Matters shown:

a) Location of driveway

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.

Customer Reference No.

File No. 208212AM / Underwriter: Chicago Title Insurance Company

# 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.

