



Chicago Title Insurance Company

POLICY NO: 7230647-45174515

OWNER'S POLICY OF TITLE INSURANCE Issued by Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1 Title being vested other than as stated in Schedule A.
- 2 Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3 Unmarketable Title
- 4 No right of access to and from the Land
- 5 The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land,
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6 An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7 The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8 Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge
- 9 Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10 Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned

Kathy Carlson
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



James M. [Signature]
President
[Signature]
Secretary

EXCLUSIONS FROM COVERAGE

- The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:
- 1 (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - 2 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
 - 3 Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 - 4 Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 - 5 Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the

opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

SCHEDULE A

Chicago Title Insurance Company
 171 N Clark St.
 Chicago, IL 60606

Order Number	Policy Number	Date of Policy	Amount of Insurance	Premium Amount
79298AM	7230647-45174515	March 15, 2016 1:48PM	\$1,000,000.00	\$2,536.00

Endorsements Nos.: Owners Endorsements: NONE Premium: \$0.00
 Address Reference: 820 Hidden Valley Terrace, Cle Elum, WA 98922

1. Name of Insured:

Ronald F Mitchell Jr. and Deborah S Mitchell

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Ronald F Mitchell Jr. and Deborah S Mitchell, husband and wife

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

Lot 4, of HIDDEN VALLEY SHORT PLAT, Kittitas County Short Plat No. SP-92-13, as recorded January 27, 1993, in Book D of Short Plats, pages 47 and 48, under Auditor's File No. 556513, records of Kittitas County, State of Washington; being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

END OF SCHEDULE A

SCHEDULE B

Order No.: 79298AM Policy No.: 7230647-45174515

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorney's fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
8. 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: or call their office at (509) 962-7535.

Tax Year: 2016
Tax Type: County
Total Annual Tax: \$3,266.17
Tax ID #: 20-17-31050-0005 (11292)
Taxing Entity: Kittitas County Treasurer
First Installment: \$1,633.09
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2016
Second Installment: \$1,633.08
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2016

9. Tax Year: 2016
Tax Type: County
Total Annual Tax: \$58.03
Tax ID #: 20-17-31050-0004 (416236)
Taxing Entity: Kittitas County Treasurer
First Installment: \$29.02
First Installment Status: Paid
First Installment Due/Paid Date: April 30, 2016
Second Installment: \$29.01
Second Installment Status: Paid
Second Installment Due/Paid Date: October 31, 2016
10. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
Recorded: August 7, 1992
Book: 18 of Surveys Page: 196 through 200
Instrument No.: 551429
Matters shown:
 - a) Location of fenceline in relation to the North boundary
 - b) Location of 60' Easements M, N, Q, R and S
 - c) Location of 30' Easement U
 - d) Note which states the existing roads are dirt and wander within the easements shown thereon
 - e) All other notes contained thereon
11. 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: August 18, 1992
Instrument No.: 551776

Said Declaration also contains easement and maintenance provisions.

Addendum to said Declaration recorded September 23, 1992, under Auditor's File No 552986.

12. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Easement for ingress, egress and utilities 60.00 feet in width, 30.00 feet on each side of the following described centerline:
Beginning at the Northerly corner on the Westerly most line of Lot C-1 of that certain survey recorded August 7, 1992 in Book 18 of Surveys, at pages 196 through 200, under Auditor's File No. 551429, records of Kittitas County, Washington; being a portion of the East Half of the Southwest Quarter and of the Southeast Quarter of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, Washington;
Thence South 00°39'32" West, along said Westerly most line, 380.00 feet to the true point of beginning of said centerline; thence North 70°00'00" East, 121.90 feet, more or less to the Westerly boundary of easement "R" as recorded on said survey (Book 18 of Surveys, pages 196 through 200) and the terminus of said centerline.
Recorded: September 23, 1992
Instrument No.: 552987
Book 335, Page 913 and 914
Affects: Portion said premises
13. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by Hidden Valley Short Plat,
Recorded: January 27, 1993
Book: D of Short Plats Page: 47 and 48
Instrument No.: 556513
Matters shown:
 - a) Dedication thereon which states:
"Know all men by these present that Beaconsfield Associates, a Washington General Partnership, owner in fee simple of the herein described real property, does hereby declare, subdivide and plat as herein described, and dedicate to the use of the public forever all roads, streets, avenues, alleys, places, easements or whatever public property shown hereon which shall be maintained by the Kittitas County Department of Public Works and do hereby waive all claims for damages whatsoever against any government agency arising from the construction and maintenance of public facilities and public property within the subdivision so platted."
 - b) 60' easements M, N, Q, R and S
 - c) 30' Easement U
 - d) Location of fenceline in relation to the North boundary
 - e) Notes contained thereon
14. Encroachment of fence onto said premises on the North, as disclosed by Survey recorded August 7, 1992, in Book 18 of Surveys, pages 196 through 200, under Auditor's File No. 551429 and by Hidden Valley Short Plat recorded January 27, 1993, in Book D of Short Plats, page 47 and 48, under Auditor's File No. 556513.
15. Right, title and interest of owner of land adjoining on the North as to that portion of said land between the fence and the property line, as disclosed by Survey recorded August 7, 1992, in Book 18 of Surveys, pages 196 through 200, under Auditor's File No. 551429 and by Hidden Valley Short Plat recorded January 27, 1993, in Book D of Short Plats, page 47 and 48, under Auditor's File No. 556513.

16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: A non-exclusive easement 15 feet in width lying Westerly of, adjacent to and abutting the West lines of Lots 1, 2 and 3 of the Hidden Valley Short Plat as per Short Plat No. 92-13 recorded in Book D of Short Plats, pages 47 and 48, records of Kittitas County, Washington, located in the Southeast Quarter of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, Washington. Said easement extends from the South boundary projected of Lot 3 to the North boundary projected of Lot 1 and lies within Lot 4 of Hidden Valley Short Plat. Said easement is for the purpose of constructing, utilizing and maintaining underground utilities.

And

An easement 30.00 feet in width, lying 15.00 feet on each side of the following described centerline: Beginning at the Southwest corner of Lot 1 of the Hidden Valley Short Plat (Kittitas County Short Plat No. 92-13); thence North $00^{\circ}45'50''$ East, along the West line of said Lot 1, 44.05 feet to the true point of beginning of said described centerline; thence South $76^{\circ}10'58''$ West, 40.24 feet; thence South $65^{\circ}41'03''$ West, 101.63 feet; thence South $79^{\circ}28'00''$ West, 90.53 feet to a point of curvature; thence along a 210.00 feet radius curve to the left, an arc distance of 143.57 feet, through a central angle of $39^{\circ}10'14''$ to a point of tangency; thence South $40^{\circ}17'46''$ West, 80.18 feet, more or less, to a point of intersection with the centerline of Easement "M" of that certain survey recorded in Book 18 of Surveys, pages 196 through 200 and the terminus of said described centerline. Said easement affects Lot 4 of said Short Plat. This easement is for the sole purpose of ingress and egress to Lot 1, Hidden Valley Short Plat.

Recorded: June 30, 1993

Instrument No.: 560808

Book 343, Pages 1683 and 1684

Affects: Portion said premises

17. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Public Utility District No. 1 of Kittitas County
Purpose: To place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, either overhead or underground, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.
Recorded: May 15, 1996
Instrument No.: 199605150018
Affects: Portion said premises
18. Residential Agreement for Purchase of Power and the terms and conditions contained therein
Between: Public Utility District No. 1 of Kittitas County, a Washington corporation, or Ellensburg Washington
And: Mr. Steven Cramer
Recorded: November 1, 1996
Instrument No.: 199611010039

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

Purpose: Easement 60.0 feet in width, 30.00 feet on each side of the following described centerline:

Beginning at the Northwest corner of Lot 4 of the Hidden Valley Short Plat (Kittitas County Short Plat No. SP-92-13) as per short plat thereof recorded in Book D of Short Plats, at pages 47 and 48, records of Kittitas County, Washington, being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington; Thence South $00^{\circ}39'32''$ West, along the West line of said Lot 4, 285.88 feet, to the true point of beginning for said described centerline; Thence South $55^{\circ}28'22''$ East, 167.34 feet, more or less, to the centerline of Easement R as shown on the said Hidden Valley Short Plat and more specifically shown and delineated on that certain survey recorded in Book 18 of Surveys at pages 196-200, records of said County and state, and the terminus of said described centerline. The sidelines of said easement to be lengthened or shortened to intersect with the centerline of said Easement R and the West boundary of said Short Platted Lot 4. This easement is for the purposes of providing ingress and egress. Said easement is retained for the benefit of grantor, her heirs, successors and assigns.

An easement 10.00 feet in width, 5.00 feet on each side of the following described centerline: Beginning at the Southeast corner of Lot 4 of the Hidden Valley Short Plat (Kittitas County Short Plat No. SP-92-13) as per short plat thereof recorded in Book D of Short Plats at pages 47 and 48, records of Kittitas County, Washington, being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington; Thence North $00^{\circ}45'50''$ East, along East line of said Lot 4, 47.09 feet, more or less, to the intersection of said East line with the existing underground utility line; which intersection is the true point of beginning for said described centerline;

Thence along the underground utility line the following bearings and distances: North $41^{\circ}54'36''$ West, 36.61 feet; North $37^{\circ}38'18''$ West, 56.03 feet; North $44^{\circ}16'15''$ West, 72.67 feet; North $50^{\circ}00'48''$ West, 86.50 feet; North $62^{\circ}33'51''$ West, 43.65 feet; North $57^{\circ}33'15''$ West, 68.56 feet; North $19^{\circ}37'30''$ West, 91.45 feet; North $21^{\circ}52'28''$ West, 130.34 feet; North $35^{\circ}47'56''$ West, 49.71 feet; North $17^{\circ}49'23''$ West, 158.00 feet; North $29^{\circ}36'29''$ West, 83.26 feet; North $31^{\circ}59'22''$ West, 139.07 feet; North $11^{\circ}28'53''$ East, 24.41 feet; North $15^{\circ}46'02''$ West, 6.09 feet; North $60^{\circ}03'06''$ West, 35.80 feet; North $73^{\circ}11'26''$ West, 47.02 feet; North $47^{\circ}28'16''$ West, 34.68 feet; North $56^{\circ}57'14''$ West, 40.95 feet, more or less, to the middle of the existing power vault; thence continuing North $56^{\circ}57'14''$ West, 5.00 feet to the terminus of said described centerline. The sidelines of said easement to be lengthened or shortened to intersect the East line of said Lot 4. Said easement is for use and maintenance of underground utility line. Said easement is utilized in common by Grantor and Grantees and is for the benefit of the heirs, successors and assigns of Grantor and Grantees.

An easement 10.00 feet in width, 5.00 feet on each side of the following described centerline: Beginning at the Northwest corner of Lot 4 of the Hidden Valley Short Plat (Kittitas County Short Plat No. SP-92-13) as per short plat thereof recorded in Book D of Short Plats, at pages 47 and 48, records of Kittitas County, Washington; being a portion of the South Half of Section 31, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington; Thence South $00^{\circ}39'32''$ West, along the West line of said Lot 4, 285.88 feet;

Thence South $55^{\circ}28'22''$ East, 167.34 feet, more or less, to the centerline of Easement R as shown on said Hidden Valley Short Plat and more specifically shown and delineated on that certain survey as recorded in Book 18 of Surveys at pages 196-200, records of Kittitas County, Washington, and the true point of beginning of said described centerline; Thence continuing South $55^{\circ}28'22''$ East, 157.16 feet; Thence South $51^{\circ}31'08''$ East, 510.82 feet;

Thence South 08°27'21" East, 178.17 feet; Thence South 62°51'18" West, 101.10 feet, more or less, to the middle of the existing power vault; Thence continuing South 62°51'18" West, 5.00 feet to the terminus for said described centerline. The sidelines of said easement to be lengthened or shortened to intersect the centerline of said Easement R. Said easement is for the purpose of installation, use and maintenance of underground utility lines and is for the benefit of Grantor, her heirs, successors and assigns.

Recorded: April 11, 2001
Instrument No.: 200104110061
Affects: Portion said premises

20. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Emergency Access
Recorded: September 17, 2013
Instrument No.: 201309170026
Affects: Portion said premises
21. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$675,000.00
Dated: March 4, 2016
Trustor/Grantor: Ronald F Mitchell Jr. and Deborah S Mitchell, husband and wife
Trustee: Amerititle, Inc.
Beneficiary: Jacques J Peschon and Tracy R Peschon, husband and wife
Recorded: March 15, 2016
Instrument No.: 201603150014

END OF SCHEDULE B