



Kittitas Title and Escrow, LLC
 208 West 9th Avenue, Suite 6
 Ellensburg, WA 98926
 Phone: (509) 933-4324
 Fax: (509) 933-4329

Title Officer: Dave Johnson
 Phone: (509) 933-4324
 Email: dave@kittitastitle.com

Reference: McElliott/Barkus

Order Number: 37854

**COMMITMENT FOR TITLE INSURANCE
 SCHEDULE A**

1. **Effective Date:** March 18, 2016 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)
 (X) STANDARD () EXTENDED

Amount:	\$287,000.00
Premium:	\$895.00
Tax:	\$71.60
Total:	\$966.60

General Schedule Rate
 (Underwriting fee = 12% percent of premium)

Proposed Insured:

Casey Barkus and Catherine Barkus, husband and wife

(X) ALTA EXTENDED LOAN POLICY, (6/17/06)

Amount:	\$270,750.00
Premium:	\$338.00
Tax:	\$27.04
Total:	\$365.04

Simultaneous Rate
 (Underwriting fee = 12% percent of premium)

Proposed Insured:

Evergreen Home Loans

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

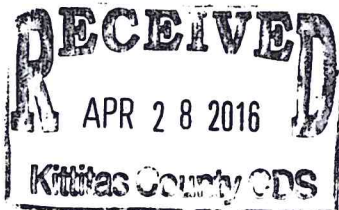
Fee Simple

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

P. Daniel McElliott and Julia F. McElliott, husband and wife

5. **The land referred to in this commitment is described in Exhibit "A":**

Order No. 37854
 Commitment KC1



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 Kittitas Title and Escrow issuing agent for Westcor Land Title Insurance Company

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 37854

Lot A of that certain survey recorded September 30, 1992, in Book 18 of Surveys, Page 238, under Auditor's File No. 553209, records of Kittitas County, State of Washington; being a portion of the Northeast Quarter of Section 20, Township 18 North, Range 19 East, W.M., Kittitas County, State of Washington.

Abbreviated Legal: Lot A, B18/P238, Ptn NE 1/4 of Sec. 20, Twp. 18N, Rge. 18E

Purported Address:
3071 Brick Mill Road, Ellensburg, WA 98922

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

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. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
 - (1) Rights or claims of parties in possession not shown by the public records.
 - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
 - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are 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.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. 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.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS FOLLOW

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

SPECIAL EXCEPTIONS

1. LIEN OF THE REAL ESTATE EXCISE SALES TAX and surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate is 1.53% and an additional County Real Estate Excise Tax Affidavit processing fee of \$5.00.

2. LIABILITY, IF ANY, TO ASSESSMENTS levied by Kittitas Reclamation District.

Kittitas Reclamation District: (509) 925-6158

3. FUTURE LIABILITY, IF ANY, TO ASSESSMENTS levied by Kittitas Reclamation District.

4. GENERAL TAXES. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Year:	2016
Amount billed:	\$2,859.47
Amount paid:	\$0.00
Amount due:	\$2,859.47, plus interest and penalty, if delinquent
Levy code:	22
Land use/DOR code:	83
Map number:	18-19-20010-0005
Parcel number:	586036
Market Assessed value of land:	\$219,340.00
Assessed value of improvement:	\$192,630.00

5. POTENTIAL TAXES, PENALTIES AND INTEREST incurred by reason of a sale of the land, a change in the use or a withdrawal from the classified use of the property herein described pursuant to RCW 84.26, RCW 84.33 or RCW 84.34.

If the subject property is to continue under the special valuation, the notice of compliance on the forthcoming excise tax affidavit must be properly completed and submitted for approval to the Assessor's office before the time of recordation of the conveyance. Additional time will be required for this process.

If the subject property will not continue under the special valuation, Kittitas County will not accept an instrument of conveyance for recording unless the compensating tax has been paid.

The County Assessor's office requires 15 days advance notice regarding said matter.

6. OIL AND GAS LEASE and the terms and conditions thereof.
Lessor: Wayne P. Hurt and Margie L. Hurt, his wife
lessee: Shell Oil Company
Term: 10 years
Dated: January 30, 1981
Recorded: March 25, 1981
Recording no.: 450628

ASSIGNMENT OF ONE-HALF OF LESSOR'S INTEREST IN OIL AND GAS LEASE and the terms and conditions thereof:
Recorded: May 27, 1982
Recording Number: 461825

Said interest of C.E. Lippencott and Inez Lippencott further assigned by instrument dated April 2, 1990, recorded April 3, 1990, in Volume 304, page 228, under Auditor's File No. 528153.

Matters affecting the interest of the lessee have not been examined.

NOTE: This matter may be removed with evidence in the form of an affidavit from the owner that no gas or oil has been produced or monies received since the primary term, of the lease.

7. EASEMENT, including terms and provisions contained therein:
Recorded: September 4, 1985
Recording no.: 490354
In favor of: C. E. Lippencott, Jr. and Inez Lippencott, husband and wife
For: Ingress and egress over existing lane, and all other stated purposes
Affects: The legal description contained in said easement is not sufficient to determine its exact location.

Refer to the record of said instrument for full particulars.

8. EASEMENT, including terms and provisions contained therein:
Recorded: March 2, 1964
Recording no.: 310862
In favor of: Kittitas Reclamation District
For: 24 inch pipe line, and all other stated purposes
Affects: Refer to said instrument for the exact location.

Refer to the record of said instrument for full particulars.

9. EASEMENT, including terms and provisions contained therein:
Recorded: May 31, 1890
In favor of: W.M. Taylor (appropriated by)
For: Ditch running from Life Creek, designated as Taylor Ditch No. 2, and all other stated purposes

Refer to the record of said instrument for full particulars.

The legal description contained in said easement is not sufficient to determine its exact location.

10. RESERVATIONS AND EXCEPTIONS, including the terms and conditions thereof:
Reserving: Minerals
Reserved by: C.E. Lippencott and Inez O. Lippencott, husband and wife
Recorded: April 15, 1989 in Volume 288, Page 391
Recording no.: 519844

Reserving 25% of the non-executive mineral rights (including oil, gas and other associated hydrocarbons).

Note: No examination has been made as to the current ownership of said mineral estate.

Refer to the record of said instrument for full particulars.

11. RESERVATIONS AND EXCEPTIONS, including the terms and conditions thereof:
Reserved by: Wayne P. Hurt and Margie L. Hurt, husband and wife
Dated: May 17, 1982
Recorded: May 27, 1982 in Volume 166, page 561
Auditor's File No.: 461824

Reservation by Seller, their heirs or assigns of one-half of the non-executive mineral rights (including oil, gas and other associated hydrocarbons).

No examination has been made as to the current ownership of said mineral estate.

12. A RECORD OF SURVEY and any and all matters relating thereto and disclosed thereby:
Recorded: September 30, 1992
Recording no.: 553209
Book: 18
Page: 238

13. TERMS AND CONDITIONS OF AMENDATORY CONTRACT:
Between: United States of America
And: Kittitas Reclamation District
Dated: January 20, 1949
Recording no.: 208267

14. PENDENCY OF YAKIMA COUNTY SUPERIOR COURT CAUSE NUMBER 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 under Auditor's file number 417302 and by supplemental notice of Lis Pendens recorded on June 4, 1980 under Auditor's file number 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 as one of the General Exceptions "Water rights, claims or title to water", the action referred to herein involves such water rights and so will not appear on said policy/policies as a Special Exception.

See next page for notes

NOTES:

NOTE 1: Upon the cancellation of this commitment, if no transaction is consummated in reliance thereon, the charge shall be reduced to an amount which, in the opinion of the Company, is reasonable compensation for work performed.

NOTE 2: UPON EXAMINATION IT HAS BEEN DETERMINED that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Plus Policy of title insurance for a single family residence. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The policy and any applicable endorsements will be issued at the filed rate.

NOTE 3: According to the public records, there have been no deeds conveying the property described in this report recorded within 24 months prior to the date hereof except as follows:

NONE

NOTE 4: All matters regarding extended coverage have been cleared for mortgagee's policy.

Address of property: 3071 Brick Mill Road
Ellensburg, WA 98922

NOTE 5: According to the application for title insurance, title is to vest in Casey Barkus and Catherine Barkus, husband and wife. Examination of the records discloses no matters pending against said party(ies).

NOTE 6: Manufactured Home Title Elimination Application recorded under recording no. 200409080025, which recites that a manufactured (mobile) home is, or is being, affixed to said premises.

END OF SPECIAL EXCEPTIONS

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

The following are the requirements to be complied with:

- ITEM (A) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- ITEM (B) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- NOTE: Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to Standardization of Recorded Documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder:

FORMAT:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE:

Title or titles of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s)

Return address which may appear in the upper left hand 3" top margin