

# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as agent for Old Republic National Title Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By *C. Monroe* President  
Attest *David Wald* Secretary



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**SECOND REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP39441**

Escrow Officer: **Magan Ham**

Add'l Ref: **3515 W 41ST AVE**

Ref: **Ghan / Blue Fern Management, LLCGraves**

1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                       |
|----|--|--------|-----------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$2,000,000.00</b> |
|    | Proposed Insured:  |        |                       |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                       |
| b. | Proposed Insured:  | Amount |                       |
| c. | Proposed Insured:  | Amount |                       |

PREMIUM INFORMATION:

|    |                        |                   |      |                 |        |                   |
|----|------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>SHORT TERM RATE</b> | <b>\$2,768.00</b> | Tax: | <b>\$249.12</b> | Total: | <b>\$3,017.12</b> |
| b. |                        |                   | Tax: |                 | Total: |                   |
| c. |                        |                   | Tax: |                 | Total: |                   |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**JEFFREY D. GHAN AND ROCHELLE E. GHAN, A MARRIED COUPLE**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: (TAX AREA CODE 0010)**

**EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,500,000.01 TO \$3,000,000.00.**

**2. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE SECOND HALF OF THE YEAR 2023 DUE, BUT NOT DELINQUENT UNTIL NOVEMBER 1;**

**FULL YEAR AMOUNT: \$6,544.20  
1ST HALF PAID: \$3,272.10  
2ND HALF DUE: \$3,272.10  
TAX ACCOUNT NO.: [25354.0029](#)**

**3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE: THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE  
RECORDED: November 04, 1977  
AUDITOR'S FILE NO.: [7711040075](#)  
AREA AFFECTED: SAID PREMISES AND OTHER PROPERTY**

**4. MATTERS DISCLOSED BY SURVEY RECORDED November 12, 1993 UNDER AUDITOR'S FILE NO. [9311120542](#) IN BOOK 58 OF SURVEYS, PAGE(S) 16, 17 AND 18.**

**NOTE: SAID SURVEY DISCLOSES, AMONG OTHER THINGS, EASEMENTS FOR UNDERGROUND UTILITY LINES.**

**5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE: PETER A. POWELL  
PURPOSE: SEPTIC TANK/DRAIN FIELD  
RECORDED: November 16, 1993  
AUDITOR'S FILE NO.: [9311160301](#)  
AREA AFFECTED: A PORTION OF SAID PREMISES**

**NOTE: SAID EASEMENT CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR MAINTENANCE BY COMMON USERS.**

**6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE: PETER A. POWELL  
PURPOSE: WELL USE AND MAINTENANCE  
RECORDED: November 16, 1993  
AUDITOR'S FILE NO.: [9311160302](#)  
AREA AFFECTED: A PORTION OF SAID PREMISES**

**NOTE: SAID EASEMENT CONTAINS, AMONG OTHER THINGS, PROVISIONS FOR MAINTENANCE BY COMMON USERS.**

**7. TERMS, COVENANTS AND PROVISIONS OF THAT CERTAIN EASEMENT, AS CREATED BY INSTRUMENT;**

**RECORDED: March 04, 1994  
AUDITOR'S FILE NO.: [9403040165](#)  
IN FAVOR OF: DANIEL S. HILLIARD AND KATHLEEN A. HILLIARD  
PURPOSE: INGRESS, EGRESS, UTILITIES AND MAINTENANCE THEREOF**

**8. TITLE NOTICE, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**

**RECORDED:** February 20, 1998  
**AUDITOR'S FILE NO.:** [4189256](#)  
**FILED BY:** SPOKANE FIRE DEPARTMENT  
**REGARDING:** RESPONSE TIME OF FIRE DEPARTMENT

**9. THE POLICY REQUESTED MUST BE APPROVED BY THE HOME OFFICE OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. THE COMMITMENT IS ISSUED AT THIS TIME SUBJECT TO SUCH APPROVAL.**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

3515 W 41ST AVE  
SPOKANE, WA 99224

b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

|                  |              |
|------------------|--------------|
| TAX ACCOUNT NO.: | 25354.0029   |
| LAND:            | \$112,000.00 |
| IMPROVEMENTS:    | \$557,900.00 |
| TOTAL:           | \$669,900.00 |

c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PTN SE¼ 35-25-42 AKA PCL A ROS 9311120542

d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.

e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.

f. PLEASE NOTE OUR RECORDING TIMES:

MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: [virginia@spokanetitle.com](mailto:virginia@spokanetitle.com)  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Cheleena Pentaude  
Email: cheleena@spokanetitle.com  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**

A handwritten signature in black ink, appearing to read "Mark D. Smith". The signature is written in a cursive style with a long horizontal stroke at the end.

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Authorized Signature



**EXHIBIT "A"**

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;  
THENCE SOUTH 0°19'34" EAST ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 0°19'34" EAST A DISTANCE OF 970.09 FEET;  
THENCE SOUTH 89°33'53" EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 142.81 FEET;  
THENCE NORTH 14°35'20" EAST A DISTANCE OF 680.05 FEET;  
THENCE NORTH 26°32'49" WEST A DISTANCE OF 100.35 FEET;  
THENCE NORTH 43°26'34" WEST 140.00 FEET;  
THENCE NORTH 33°00'18" WEST A DISTANCE OF 144.11 FEET TO A POINT 20.00 FEET SOUTH AND 100.00 FEET EAST MEASURED AT RIGHT ANGLES FROM THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE NORTH 89°33'53" WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING;**

**SAID PROPERTY IS DELINEATED AS PARCEL A OF THAT CERTAIN SURVEY RECORDED NOVEMBER 12, 1993, UNDER AUDITOR'S FILE NO. 9311120542 IN BOOK 58 OF SURVEYS, PAGES 16, 17 AND 18, RECORDS OF SPOKANE COUNTY;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**



ORDER NO.: SP39441

EXHIBIT A

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 0°19'34" EAST ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°19'34" EAST A DISTANCE OF 970.09 FEET; THENCE SOUTH 89°33'53" EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 142.81 FEET; THENCE NORTH 14°35'20" EAST A DISTANCE OF 680.05 FEET; THENCE NORTH 26°32'49" WEST A DISTANCE OF 100.35 FEET; THENCE NORTH 43°26'34" WEST 140.00 FEET; THENCE NORTH 33°00'18" WEST A DISTANCE OF 144.11 FEET TO A POINT 20.00 FEET SOUTH AND 100.00 FEET EAST MEASURED AT RIGHT ANGLES FROM THE NORTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89°33'53" WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING;

SAID PROPERTY IS DELINEATED AS PARCEL A OF THAT CERTAIN SURVEY RECORDED NOVEMBER 12, 1993, UNDER AUDITOR'S FILE NO. 9311120542 IN BOOK 58 OF SURVEYS, PAGES 16, 17 AND 18, RECORDS OF SPOKANE COUNTY;

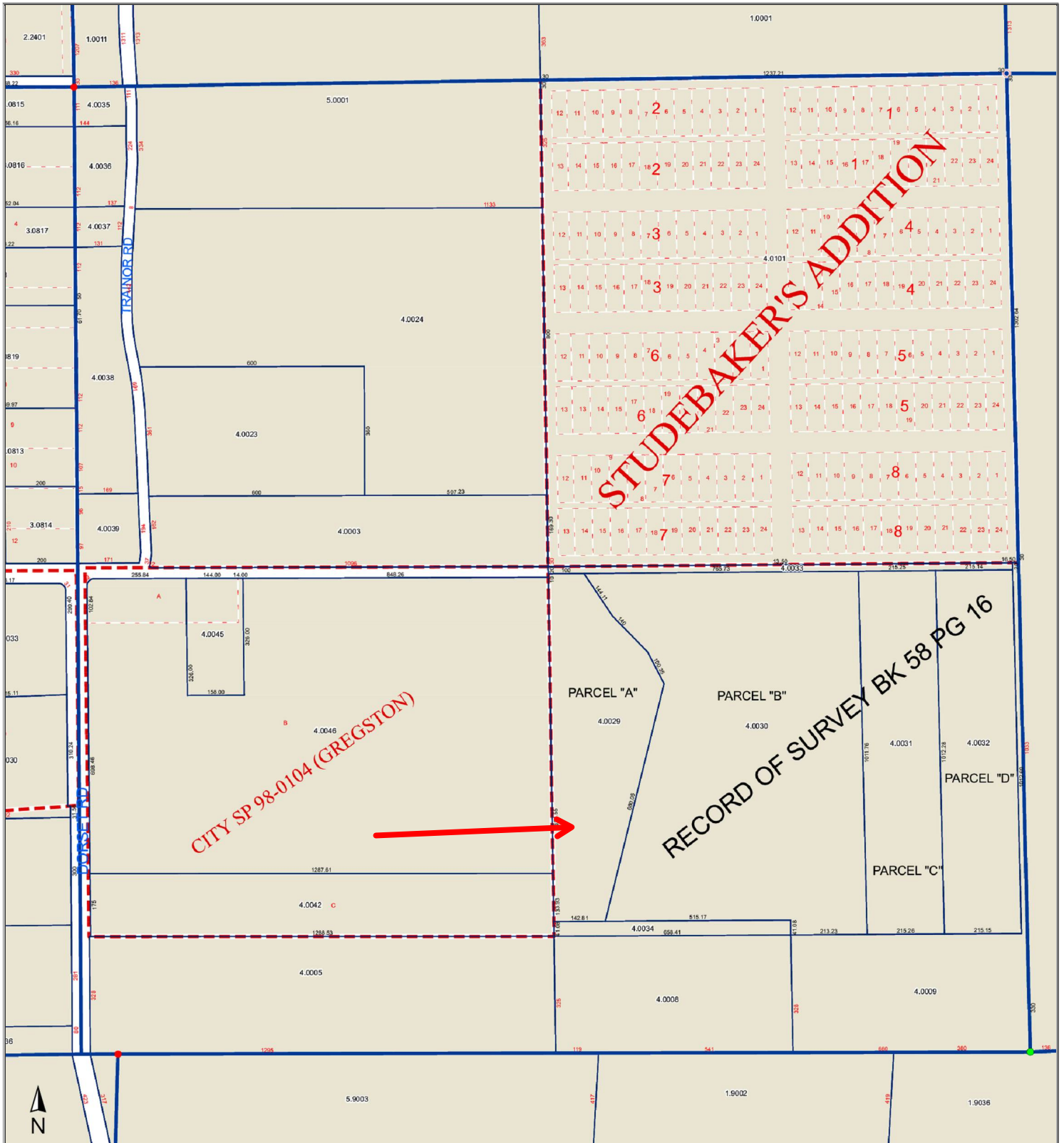
SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Commonly known as:

3515 W 41ST AVE  
SPOKANE, WA 99224

Parcel No(s): 25354.0029

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



**ParcelID: 25354.0029**  
**3515 W 41st Ave, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |   |
|-----------|---|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us) |
|-----------|---|

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|  |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "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 to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as agent for Old Republic National Title Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By *C. Monroe* President  
Attest *David Wald* Secretary



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**THIRD REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP38690**

Escrow Officer: **Magan Ham**

Add'l Ref: **3507 W 41ST AVE**

Ref: **Love Wunsch / Blue Fern Management, LLC**

1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                       |
|----|--|--------|-----------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$2,600,000.00</b> |
|    | Proposed Insured:  |        |                       |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                       |
| b. | Proposed Insured:  | Amount |                       |
| c. | Proposed Insured:  | Amount |                       |

PREMIUM INFORMATION:

|    |                              |                   |      |                 |        |                   |
|----|------------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>GENERAL SCHEDULE RATE</b> | <b>\$4,180.00</b> | Tax: | <b>\$376.20</b> | Total: | <b>\$4,556.20</b> |
| b. |                              |                   | Tax: |                 | Total: |                   |
| c. |                              |                   | Tax: |                 | Total: |                   |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**MELISSA LOVE WUNSCH WHO ALSO ACQUIRED TITLE AS MELISSA J. LOVE AND MICHAEL A. WUNSCH, WIFE AND HUSBAND**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.

NOTE: (TAX AREA CODE 0010)

EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,500,000.01 TO \$3,000,000.00.

2. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE SECOND HALF OF THE YEAR 2023 DUE, BUT NOT DELINQUENT UNTIL NOVEMBER 1;

FULL YEAR AMOUNT: \$5,183.38  
1ST HALF PAID: \$2,591.69  
2ND HALF DUE: \$2,591.69  
TAX ACCOUNT NO.: [25354.0030](#)  
AFFECTS: PARCEL A

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
PURPOSE: ELECTRICAL DISTRIBUTION LINE  
RECORDED: November 04, 1977  
AUDITOR'S FILE NO.: [7711040075](#)  
AREA AFFECTED: PARCEL A AND OTHER PROPERTY

4. MATTERS DISCLOSED BY SURVEY RECORDED November 12, 1993 UNDER AUDITOR'S FILE NO. [9311120542](#) IN BOOK 58 OF SURVEYS, PAGE(S) 16, 17 AND 18.

NOTE: SAID SURVEY AMONG OTHER THINGS, DISCLOSED DRIVEWAY ACCESS ENCROACHMENT.

5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PETER A. POWELL AND CHRISTOPHER S. POWELL  
REGARDING: SEPTIC TANK/DRAIN FIELD AGREEMENT AND EASEMENT  
RECORDED: November 16, 1993  
AUDITOR'S FILE NO.: [9311160301](#)  
AFFECTS: PARCEL B AND OTHER PROPERTY

6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PETER A. POWELL AND CHRISTOPHER S. POWELL  
REGARDING: WELL USE AGREEMENT AND EASEMENT  
RECORDED: November 16, 1993  
AUDITOR'S FILE NO.: [9311160302](#)  
AFFECTS: PARCEL B AND OTHER PROPERTY

7. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: PETER A. POWELL, A SINGLE PERSON AND DANIEL S. HILLIARD AND KATHLEEN A. HILLIARD, HUSBAND AND WIFE AND PETER A. POWELL, A SINGLE MAN  
REGARDING: INGRESS, EGRESS AND MAINTENANCE  
RECORDED: March 04, 1994  
AUDITOR'S FILE NO.: [9403040165](#)  
AFFECTS: PARCEL B AND OTHER PROPERTY

**8. TITLE NOTICE, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**

**RECORDED:** February 20, 1998  
**AUDITOR'S FILE NO.:** [4189256](#)  
**FILED BY:** SPOKANE FIRE DEPARTMENT  
**REGARDING:** LEVEL OF SERVICE

**9. THE POLICY REQUESTED MUST BE APPROVED BY THE HOME OFFICE OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. THE COMMITMENT IS ISSUED AT THIS TIME SUBJECT TO SUCH APPROVAL.**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

3507 W 41ST AVE AS TO PARCELS A AND B  
SPOKANE, WA 99224

b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.: 25354.0030  
LAND: \$191,740.00  
IMPROVEMENTS: \$338,500.00  
TOTAL: \$530,240.00  
AFFECTS: PARCEL A

TAX ACCOUNT NO.: 25354.0034  
LAND: \$100.00  
IMPROVEMENTS: \$.00  
TOTAL: \$100.00  
AFFECTS: PARCEL B

c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PTN SE¼ 35-25-42 AKA PCL B ROS 9311120542 - PCL A; PTN SE¼ 35-25-42 - PCL B

d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.

e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.

f. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE, WATER, AND FLOOD CONTROL, IF ANY), FOR THE YEAR 2022 HAVE BEEN PAID IN FULL;

AMOUNT: \$35.36  
TAX ACCOUNT NO.: [25354.0034](#)  
AFFECTS: PARCEL B

Commitment No.: SP38690 THIRD REPORT

- g. PLEASE NOTE OUR RECORDING TIMES:  
MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: virginia@spokanetitle.com  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Magan Ham  
Email: magan@spokanetitle.com  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**



---

Authorized Signature



EXHIBIT "A"

PARCEL A:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100.00 FEET EAST AND 20.00 FEET SOUTH MEASURED AT RIGHT ANGLES FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;  
THENCE SOUTH 89°33'53" EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 765.73 FEET;  
THENCE SOUTH 0°38'57" EAST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1011.76 FEET;  
THENCE NORTH 89°25'37" WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 213.23 FEET;  
THENCE NORTH 0°38'57" WEST A DISTANCE OF 41.08 FEET;  
THENCE NORTH 89°33'53" WEST A DISTANCE OF 515.17 FEET;  
THENCE NORTH 14°35'20" EAST A DISTANCE OF 680.05 FEET;  
THENCE NORTH 26°32'49" WEST A DISTANCE OF 100.35 FEET;  
THENCE NORTH 43°26'34" WEST A DISTANCE OF 140.00 FEET;  
THENCE NORTH 33°00'18" WEST A DISTANCE OF 144.11 FEET TO THE POINT OF BEGINNING;

SAID PROPERTY IS DELINEATED AS TRACT B OF THAT CERTAIN SURVEY RECORDED November 12, 1993, UNDER AUDITOR'S FILE NO. 9311120542 IN BOOK 58 OF SURVEYS, PAGES 16, 17 AND 18, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE SOUTH 0°19'34" EAST 990.09 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 89°33'53" EAST, 657.98 FEET;  
THENCE SOUTH 0°38'57" EAST 41.08 FEET;  
THENCE NORTH 89°25'37" WEST, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE NORTH TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL A :

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100.00 FEET EAST AND 20.00 FEET SOUTH MEASURED AT RIGHT ANGLES FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 89°33'53" EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 765.73 FEET; THENCE SOUTH 0°38'57" EAST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1011.76 FEET; THENCE NORTH 89°25'37" WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 213.23 FEET; THENCE NORTH 0°38'57" WEST A DISTANCE OF 41.08 FEET; THENCE NORTH 89°33'53" WEST A DISTANCE OF 515.17 FEET; THENCE NORTH 14°35'20" EAST A DISTANCE OF 680.05 FEET; THENCE NORTH 26°32'49" WEST A DISTANCE OF 100.35 FEET; THENCE NORTH 43°26'34" WEST A DISTANCE OF 140.00 FEET; THENCE NORTH 33°00'18" WEST A DISTANCE OF 144.11 FEET TO THE POINT OF BEGINNING;

SAID PROPERTY IS DELINEATED AS TRACT B OF THAT CERTAIN SURVEY RECORDED November 12, 1993, UNDER AUDITOR'S FILE NO. 9311120542 IN BOOK 58 OF SURVEYS, PAGES 16, 17 AND 18, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 0°19'34" EAST 990.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°33'53" EAST, 657.98 FEET; THENCE SOUTH 0°38'57" EAST 41.08 FEET; THENCE NORTH 89°25'37" WEST, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH TO THE POINT OF BEGINNING;

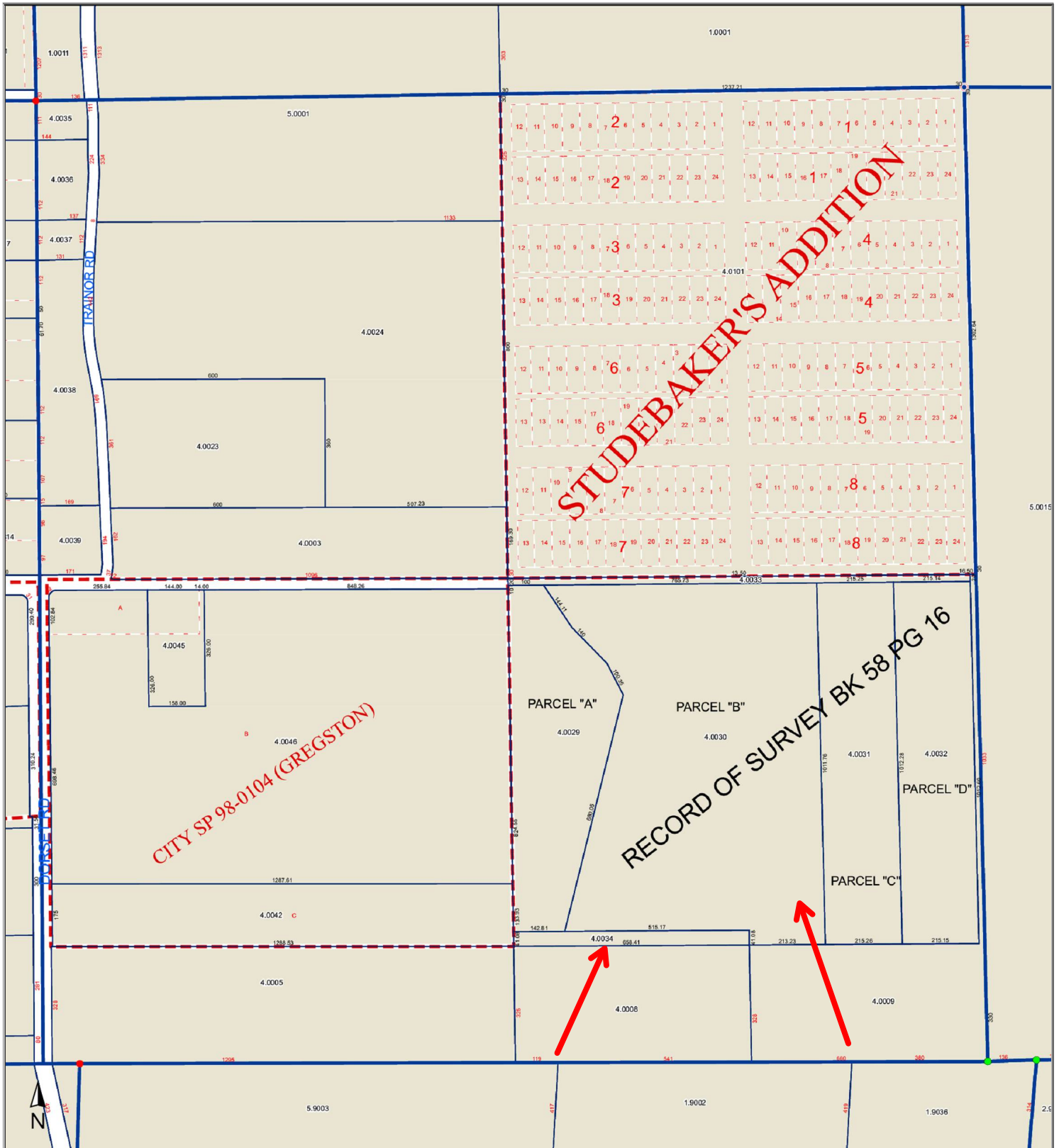
SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Commonly known as:

3507 W 41ST AVE  
SPOKANE, WA 99224

Parcel No(s): 25354.0030 AND 25354.0034

|                |               |                 |               |
|----------------|---------------|-----------------|---------------|
| _____<br>Buyer | _____<br>Date | _____<br>Seller | _____<br>Date |
| _____<br>Buyer | _____<br>Date | _____<br>Seller | _____<br>Date |



**ParcelID: 25354.0030 & 25354.0034**  
**3507 W 41st Ave, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |   |
|-----------|---|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us) |
|-----------|---|

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|  |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as  
agent for  
Old Republic National Title  
Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

\_\_\_\_\_  
Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By  *President*  
Attest  *Secretary*



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**THIRD REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP38691**

Escrow Officer: **Magan Ham**

Add'l Ref: **3325 W THORPE RD**

Ref: **Charneski / Blue Fern Management, LLC**

1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                     |
|----|--|--------|---------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$550,000.00</b> |
|    | Proposed Insured:  |        |                     |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                     |
| b. |  | Amount |                     |
|    | Proposed Insured:  |        |                     |
| c. |  | Amount |                     |
|    | Proposed Insured:  |        |                     |

PREMIUM INFORMATION:

|    |                              |                   |      |                 |        |                   |
|----|------------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>GENERAL SCHEDULE RATE</b> | <b>\$1,476.00</b> | Tax: | <b>\$132.84</b> | Total: | <b>\$1,608.84</b> |
| b. |                              |                   | Tax: |                 | Total: |                   |
| c. |                              |                   | Tax: |                 | Total: |                   |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**LANCE CHARNESKI AND SHERRI CHARNESKI, HUSBAND AND WIFE**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: (TAX AREA CODE 0010)**

**EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00.**

**2. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE SECOND HALF OF THE YEAR 2023 DUE, BUT NOT DELINQUENT UNTIL NOVEMBER 1;**

**FULL YEAR AMOUNT: \$3,086.43  
1ST HALF PAID: \$1,543.21  
2ND HALF DUE: \$1,543.22  
TAX ACCOUNT NO.: [25351.0601](#)**

**3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE: THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
PURPOSE: ELECTRIC TRANSMISSION, AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES  
RECORDED: March 25, 1986  
AUDITOR'S FILE NO.: [8603250138](#)  
AREA AFFECTED: THIS AND OTHER PROPERTY**

**4. [RESTRICTIONS, EASEMENTS, SETBACKS](#) AND OTHER MATTERS AS MAY BE DELINEATED AND/OR CONTAINED ON THE FACE OF SAID PLAT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, 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.**

**5. EASEMENT, OR QUASI-EASEMENT, DEDICATED IN THE SAID PLAT;**

**FOR: SLOPES FOR CUTS OR FILLS  
AFFECTS: SAID PREMISES**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

**a. THE ADDRESS OF THE SUBJECT PROPERTY IS:**

3325 W THORPE RD  
SPOKANE, WA 99224

**b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:**

**TAX ACCOUNT NO.: 25351.0601  
LAND: \$56,000.00  
IMPROVEMENTS: \$259,300.00  
TOTAL: \$315,300.00**

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PCL A SP06-012Z/GOODWIN CITY SHORT PLAT

- d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.
- e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.
- f. THE TITLE TO THE MANUFACTURED HOME, WHICH IS DESCRIBED AS A 2007 MARLT WITH DIMENSIONS OF X AND VEHICLE IDENTIFICATION NO. T480567, HAS BEEN ELIMINATED BY INSTRUMENT RECORDED January 11, 2010, UNDER AUDITOR'S FILE NO. [5866028](#).
- g. PLEASE NOTE OUR RECORDING TIMES:  
MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: [virginia@spokanetitle.com](mailto:virginia@spokanetitle.com)  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Magan Ham  
Email: [magan@spokanetitle.com](mailto:magan@spokanetitle.com)  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**



\_\_\_\_\_  
Authorized Signature

**EXHIBIT "A"**

**PARCEL "A" OF GOODWIN CITY SHORT PLAT FILE NO. Z2006-12-SP, AS PER PLAT RECORDED IN VOLUME 22 OF SHORT PLATS, PAGE 20;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**





**SPOKANE COUNTY TITLE**  
**(509) 326-2626**

**ORDER NO.: SP38691**

**EXHIBIT "A"**

**PARCEL "A" OF GOODWIN CITY SHORT PLAT FILE NO. Z2006-12-SP, AS PER PLAT  
RECORDED IN VOLUME 22 OF SHORT PLATS, PAGE 20;**

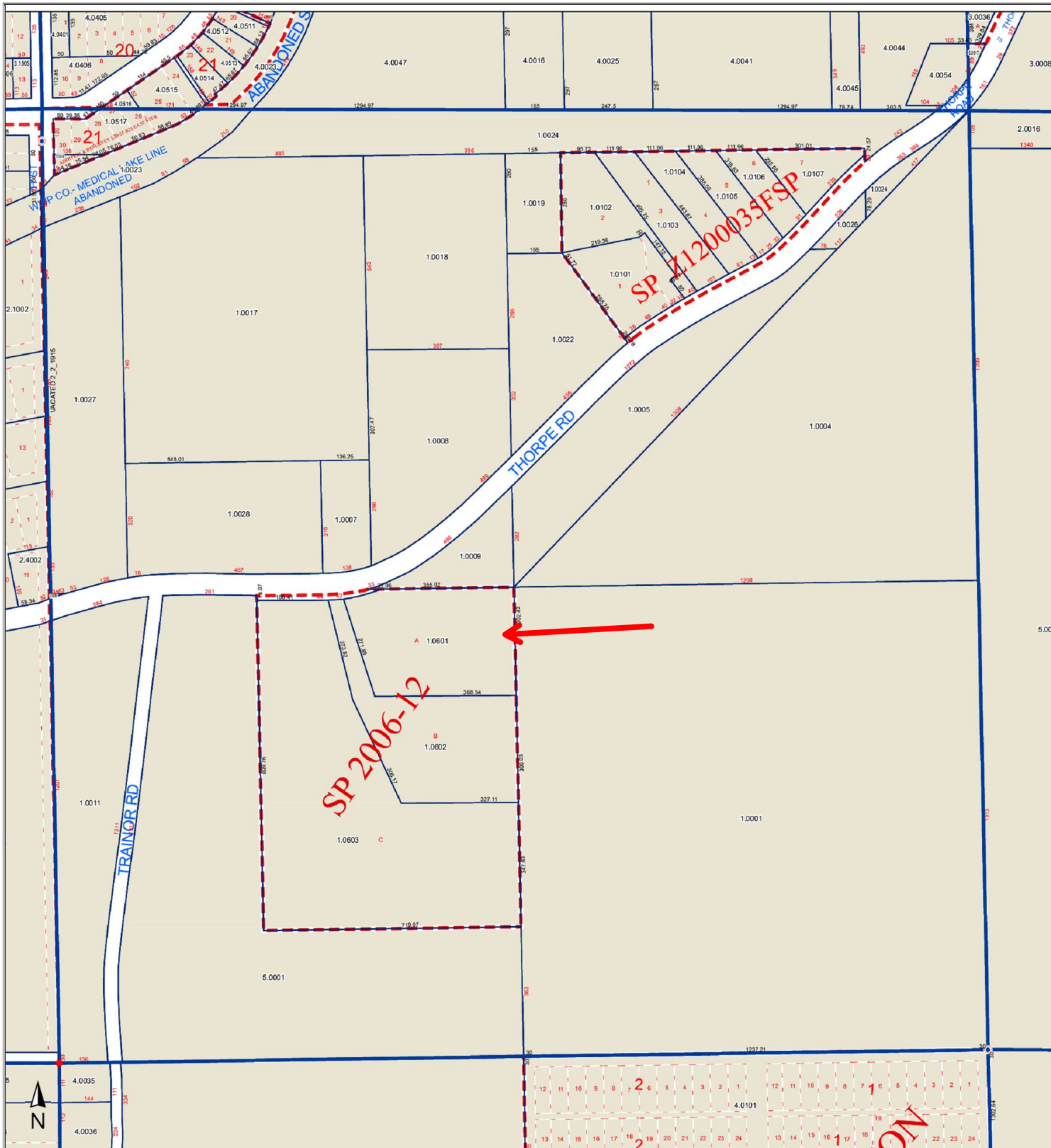
**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

Commonly known as:

**3325 W THORPE RD  
SPOKANE, WA 99224**

Parcel No(s): **25351.0601**

|       |       |        |       |
|-------|-------|--------|-------|
| _____ | _____ | _____  | _____ |
| Buyer | Date  | Seller | Date  |
| _____ | _____ | _____  | _____ |
| Buyer | Date  | Seller | Date  |



**ParcelID: 25351.0601**  
**3325 W Thorpe Rd, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |  |
|-----------|--|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> ( <i>Contact Us</i> ) |
|-----------|--|

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|  |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570





**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as  
agent for  
Old Republic National Title  
Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

\_\_\_\_\_  
Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By  *President*  
Attest  *Secretary*



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**THIRD REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP38692**

Escrow Officer: **Magan Ham**

Add'l Ref: **2929 W 41ST AVE**

Ref: **Larson / Blue Fern Management, LLC**

1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                       |
|----|--|--------|-----------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$1,800,000.00</b> |
|    | Proposed Insured:  |        |                       |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                       |
| b. | Proposed Insured:  | Amount |                       |
| c. | Proposed Insured:  | Amount |                       |

PREMIUM INFORMATION:

|    |                              |                   |      |                 |        |                   |
|----|------------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>GENERAL SCHEDULE RATE</b> | <b>\$3,220.00</b> | Tax: | <b>\$289.80</b> | Total: | <b>\$3,509.80</b> |
| b. |                              |                   | Tax: |                 | Total: |                   |
| c. |                              |                   | Tax: |                 | Total: |                   |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**LESTER J. LARSON AND CAROL J. LARSON, HUSBAND AND WIFE**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: (TAX AREA CODE 0010)**

**EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,500,000.01 TO \$3,000,000.00.**

**2. DEED OF TRUST SECURING A LINE OF CREDIT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR: LESTER J. LARSON AND CAROL J. LARSON, HUSBAND AND WIFE**  
**TRUSTEE: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**  
**BENEFICIARY: U.S. BANK NATIONAL ASSOCIATION ND**  
**AMOUNT: \$100,000.00**  
**DATED: March 18, 2009**  
**RECORDED: April 30, 2009**  
**AUDITOR'S FILE NO.: [5786171](#)**

**INVESTIGATION SHOULD BE MADE TO DETERMINE THE PRESENT BALANCE OWING WITH THE APPROPRIATE LENDER/AGENCY/INDIVIDUAL. CAUTION SHOULD BE EXERCISED TO ENSURE THAT A RECONVEYANCE WILL BE OBTAINED AND THE LINE OF CREDIT WILL BE CLOSED.**

**3. MATTERS DISCLOSED BY SURVEY RECORDED November 12, 1993 UNDER AUDITOR'S FILE NO. [9311120542](#) IN BOOK 58 OF SURVEYS, PAGE(S) 16, 17 AND 18.**

**NOTE: SAID SURVEY AMONG OTHER THINGS, DISCLOSED DRIVEWAY ACCESS ENCROACHMENT.**

**4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**BETWEEN: PETER A. POWELL, A SINGLE PERSON AND DANIEL S. HILLIARD AND KATHLEEN A. HILLIARD, HUSBAND AND WIFE, AND PETER A. POWELL, A SINGLE MAN**  
**REGARDING: RIGHT OF WAY EASEMENT AND JOINT MAINTENANCE**  
**RECORDED: March 04, 1994**  
**AUDITOR'S FILE NO.: [9403040165](#)**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

**a. THE ADDRESS OF THE SUBJECT PROPERTY IS:**

2929 W 41ST AVE  
SPOKANE, WA 99224

**b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:**

**TAX ACCOUNT NO.: 25354.0031**  
**LAND: \$112,000.00**  
**IMPROVEMENTS: \$834,500.00**  
**TOTAL: \$946,500.00**

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PTN SE¼ 35-25-42 AKA TR C ROS 9311120542

- d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.
- e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.
- f. PLEASE NOTE OUR RECORDING TIMES:  
MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

- g. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE, WATER, AND FLOOD CONTROL, IF ANY), FOR THE YEAR 2023 HAVE BEEN PAID IN FULL;

AMOUNT: \$9,241.20  
TAX ACCOUNT NO.: [25354.0031](#)

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: [virginia@spokanetitle.com](mailto:virginia@spokanetitle.com)  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Magan Ham  
Email: [magan@spokanetitle.com](mailto:magan@spokanetitle.com)  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**



\_\_\_\_\_  
Authorized Signature

**EXHIBIT "A"**

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS  
FOLLOWS:**

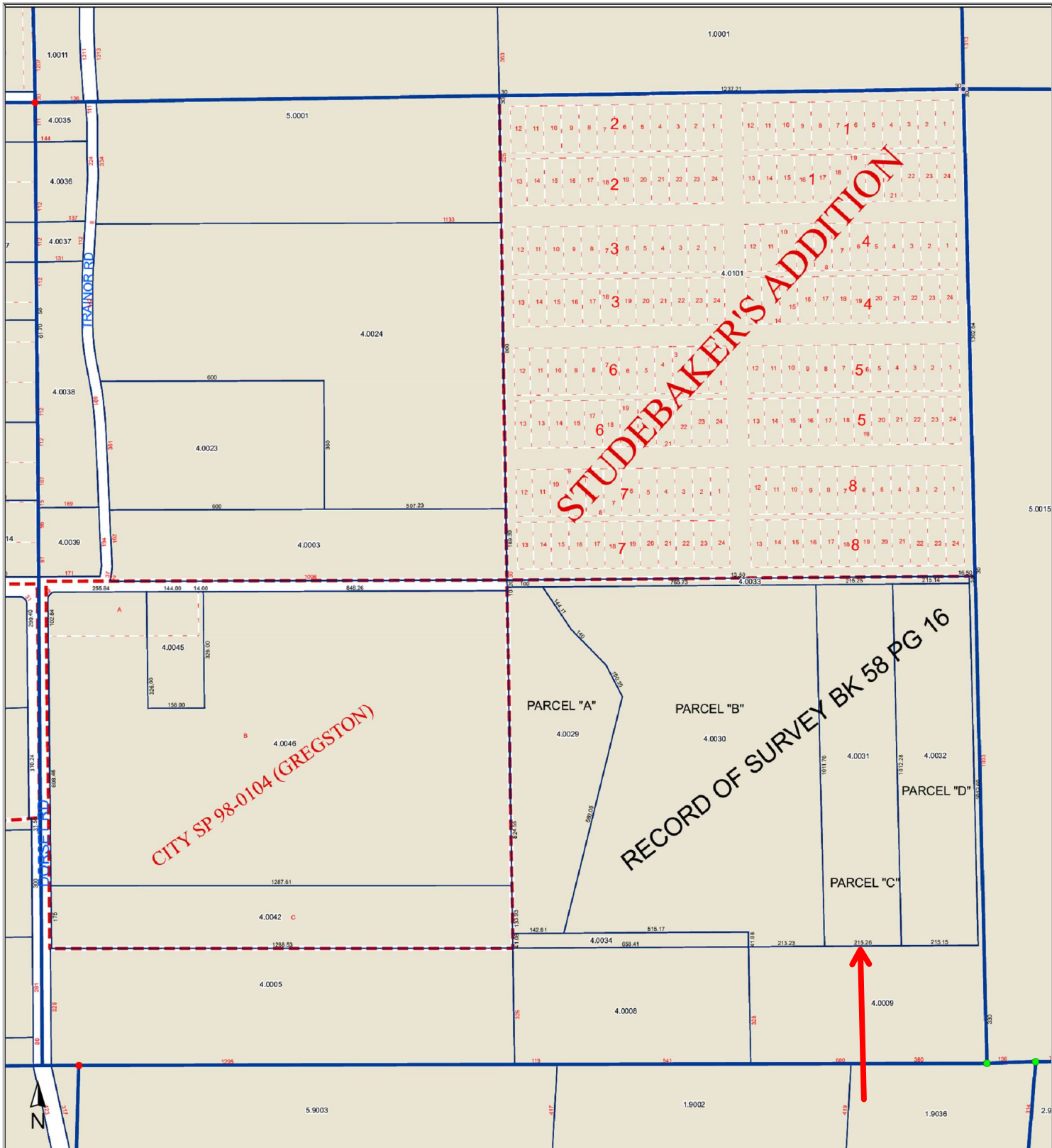
**THE WEST 215.22 FEET OF THE EAST 446.82 FEET OF THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER;**

**EXCEPT THE SOUTH 330.00 FEET;**

**AND EXCEPT THE NORTH 20 FEET;**

**ALSO DELINEATED AS PARCEL C OF THAT CERTAIN SURVEY RECORDED NOVEMBER 12, 1993,  
UNDER AUDITOR'S FILE NO. 9311120542 IN BOOK 58 OF SURVEYS, PAGES 16, 17 AND 18,  
RECORDS OF SPOKANE COUNTY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**



**ParcelID: 25354.0031**  
**2929 W 41st Ave, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





## FACTS

WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?

|       |   |
|-------|---|
| Why?  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How?  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

## Questions

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

| Other Important Information  |
|--|
| <p>Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.</p> |

| Affiliates Who May be Delivering This Notice   |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as agent for Old Republic National Title Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By *C. Monroe* President  
Attest *David Wald* Secretary



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**THIRD REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP38693**

Escrow Officer: **Magan Ham**

Add'l Ref: **3401 W THORPE RD**

Ref: **Goodwin / Blue Fern Management, LLC**

1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                       |
|----|--|--------|-----------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$1,200,000.00</b> |
|    | Proposed Insured:  |        |                       |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                       |
| b. | Proposed Insured:  | Amount |                       |
| c. | Proposed Insured:  | Amount |                       |

PREMIUM INFORMATION:

|    |                              |                   |      |                 |        |                   |
|----|------------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>GENERAL SCHEDULE RATE</b> | <b>\$2,500.00</b> | Tax: | <b>\$225.00</b> | Total: | <b>\$2,725.00</b> |
| b. |                              |                   | Tax: |                 | Total: |                   |
| c. |                              |                   | Tax: |                 | Total: |                   |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**BRIAN K. GOODWIN AND STACIA D. GOODWIN, HUSBAND AND WIFE**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**



**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: (TAX AREA CODE 0010)**

**EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00.**

**2. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE SECOND HALF OF THE YEAR 2023 DUE, BUT NOT DELINQUENT UNTIL NOVEMBER 1;**

**FULL YEAR AMOUNT: \$5,537.74  
1ST HALF PAID: \$2,768.87  
2ND HALF DUE: \$2,768.87  
TAX ACCOUNT NO.: [25351.0602](#)**

**3. DEED OF TRUST SECURING A LINE OF CREDIT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR: BRIAN K. GOODWIN AND STACIA D. GOODWIN, HUSBAND AND WIFE  
TRUSTEE: UPF WASHINGTON, INCORPORATED  
BENEFICIARY: WASHINGTON TRUST BANK  
AMOUNT: \$50,000.00  
DATED: January 14, 2011  
RECORDED: January 27, 2011  
AUDITOR'S FILE NO.: [5974427](#)**

**INVESTIGATION SHOULD BE MADE TO DETERMINE THE PRESENT BALANCE OWING WITH THE APPROPRIATE LENDER/AGENCY/INDIVIDUAL. CAUTION SHOULD BE EXERCISED TO ENSURE THAT A RECONVEYANCE WILL BE OBTAINED AND THE LINE OF CREDIT WILL BE CLOSED.**

**SAID DEED OF TRUST WAS MADE SUBORDINATE TO THE DEED OF TRUST SHOWN IN PARAGRAPH 4 BY SUBORDINATION AGREEMENT RECORDED September 21, 2012 UNDER AUDITOR'S FILE NO. [6130765](#).**

**4. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR: BRIAN K. GOODWIN AND STACIA D. GOODWIN, HUSBAND AND WIFE  
TRUSTEE: NORTHWEST TRUSTEE SERVICES LLC  
BENEFICIARY: WELLS FARGO BANK, N.A.  
AMOUNT: \$188,950.00  
DATED: September 13, 2012  
RECORDED: September 21, 2012  
AUDITOR'S FILE NO.: [6130764](#)**

**5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE: THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
PURPOSE: ELECTRIC TRANSMISSION, AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES  
RECORDED: March 25, 1986  
AUDITOR'S FILE NO.: [8603250138](#)  
AREA AFFECTED: THIS AND OTHER PROPERTY**

6. **RESTRICTIONS, EASEMENTS, SETBACKS** AND OTHER MATTERS AS MAY BE DELINEATED AND/OR CONTAINED ON THE FACE OF SAID PLAT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, 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.
7. **EASEMENT, OR QUASI-EASEMENT, DEDICATED IN THE SAID PLAT;**  
**FOR: SLOPES FOR CUTS OR FILLS**  
**AFFECTS: SAID PREMISES**
8. **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**  
**BETWEEN: BRIAN AND STACIA GOODWIN AND CITY OF SPOKANE WATER DEPARTMENT**  
**REGARDING: CONNECTION TO THE CITY WATER TRANSMISSION MAIN**  
**RECORDED: April 04, 2007**  
**AUDITOR'S FILE NO.: [5518150](#)**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

- a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

3401 W THORPE RD  
SPOKANE, WA 99224

- b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

|                  |              |
|------------------|--------------|
| TAX ACCOUNT NO.: | 25351.0602   |
| LAND:            | \$56,000.00  |
| IMPROVEMENTS:    | \$510,700.00 |
| TOTAL:           | \$566,700.00 |

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PCL B GOODWIN CITY SP#Z2006-12

- d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.
- e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.

- f. PLEASE NOTE OUR RECORDING TIMES:  
MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: virginia@spokanetitle.com  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Magan Ham  
Email: magan@spokanetitle.com  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**



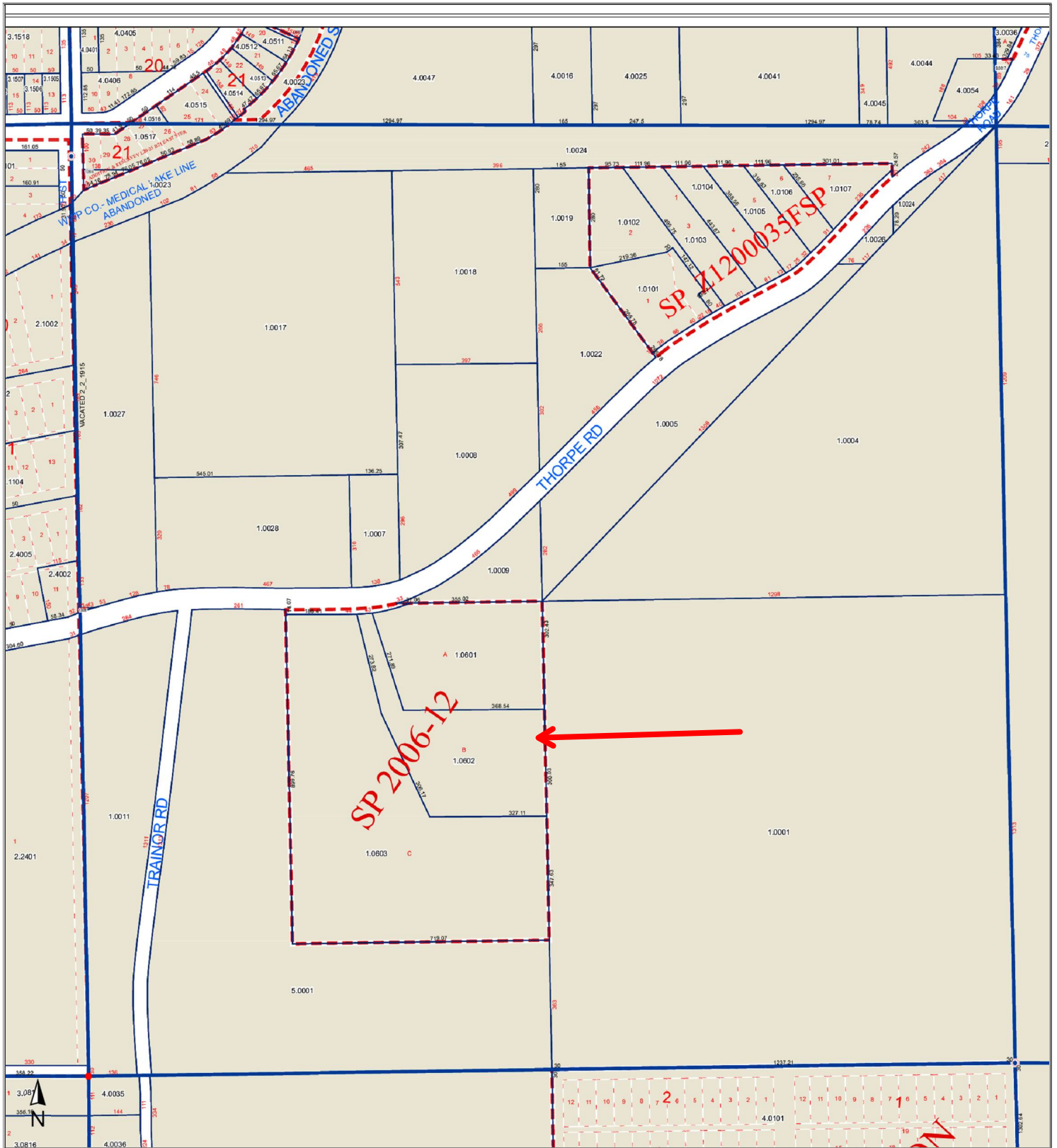
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Authorized Signature

**EXHIBIT "A"**

**PARCEL B, "GOODWIN" CITY SHORT PLAT Z2006-12-SP, AS PER PLAT RECORDED IN VOLUME 22 OF SHORT PLATS, PAGE 20, RECORDS OF SPOKANE COUNTY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**



**ParcelID: 25351.0602**  
**3401 W Thorpe Rd, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |   |
|-----------|---|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us) |
|-----------|---|



| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|  |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as agent for Old Republic National Title Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By *C. Monroe* President  
Attest *David Wald* Secretary



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**THIRD REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP38694**

Escrow Officer: **Magan Ham**

Add'l Ref: **3407 W THORPE RD**

Ref: **Charneski / Blue Fern Management, LLC**

- 1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**
- 2. POLICY OR POLICIES TO BE ISSUED:

|    |  |        |                       |
|----|--|--------|-----------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$1,900,000.00</b> |
|    | Proposed Insured:  |        |                       |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                       |
| b. |  | Amount |                       |
|    | Proposed Insured:  |        |                       |
| c. |  | Amount |                       |
|    | Proposed Insured:  |        |                       |

PREMIUM INFORMATION:

|    |                        |                   |      |                 |        |                   |
|----|------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>SHORT TERM RATE</b> | <b>\$2,672.00</b> | Tax: | <b>\$240.48</b> | Total: | <b>\$2,912.48</b> |
| b. |                        |                   | Tax: |                 | Total: |                   |
| c. |                        |                   | Tax: |                 | Total: |                   |

- 3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

- 4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**LANCE A. CHARNESKI AND SHERRI L. CHARNESKI, HUSBAND AND WIFE**

- 5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**



**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: (TAX AREA CODE 0010)**

**EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,500,000.01 TO \$3,000,000.00.**

**2. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE SECOND HALF OF THE YEAR 2023 DUE, BUT NOT DELINQUENT UNTIL NOVEMBER 1;**

**FULL YEAR AMOUNT: \$6,968.90  
1ST HALF PAID: \$3,484.45  
2ND HALF DUE: \$3,484.45  
TAX ACCOUNT NO.: [25351.0603](#)**

**3. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR: LANCE A. CHARNESKI AND SHERRI L. CHARNESKI, HUSBAND AND WIFE  
TRUSTEE: CW TITLE  
BENEFICIARY: WELLS FARGO BANK, N.A.  
AMOUNT: \$520,000.00  
DATED: January 14, 2022  
RECORDED: July 19, 2022  
AUDITOR'S FILE NO.: [7225288](#)**

**4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE: THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
PURPOSE: ELECTRIC TRANSMISSION, AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES  
RECORDED: March 25, 1986  
AUDITOR'S FILE NO.: [8603250138](#)  
AREA AFFECTED: THIS AND OTHER PROPERTY**

**5. [RESTRICTIONS, EASEMENTS, SETBACKS](#) AND OTHER MATTERS AS MAY BE DELINEATED AND/OR CONTAINED ON THE FACE OF SAID PLAT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, 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.**

**6. EASEMENT, OR QUASI-EASEMENT, DEDICATED IN THE SAID PLAT;**

**FOR: SLOPES FOR CUTS OR FILLS  
AFFECTS: SAID PREMISES**

**7. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**BETWEEN: LANCE CHARNESKI AND SHERRI CHARNESKI AND CITY OF SPOKANE  
REGARDING: TEMPORARY CONNECTION TO A CITY OF SPOKANE'S TRANSMISSION WATER MAIN  
RECORDED: April 04, 2007  
AUDITOR'S FILE NO.: [5518151](#)**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

- a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

3407 W THORPE RD  
SPOKANE, WA 99224

- b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

|                  |              |
|------------------|--------------|
| TAX ACCOUNT NO.: | 25351.0603   |
| LAND:            | \$160,410.00 |
| IMPROVEMENTS:    | \$553,000.00 |
| TOTAL:           | \$713,410.00 |

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PCL C SP Z2006-12-SP GOODWIN CITY SHORT PLAT

- d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.

- e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.

- f. PLEASE NOTE OUR RECORDING TIMES:

MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: virginia@spokanetitle.com  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Magan Ham  
Email: magan@spokanetitle.com  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**

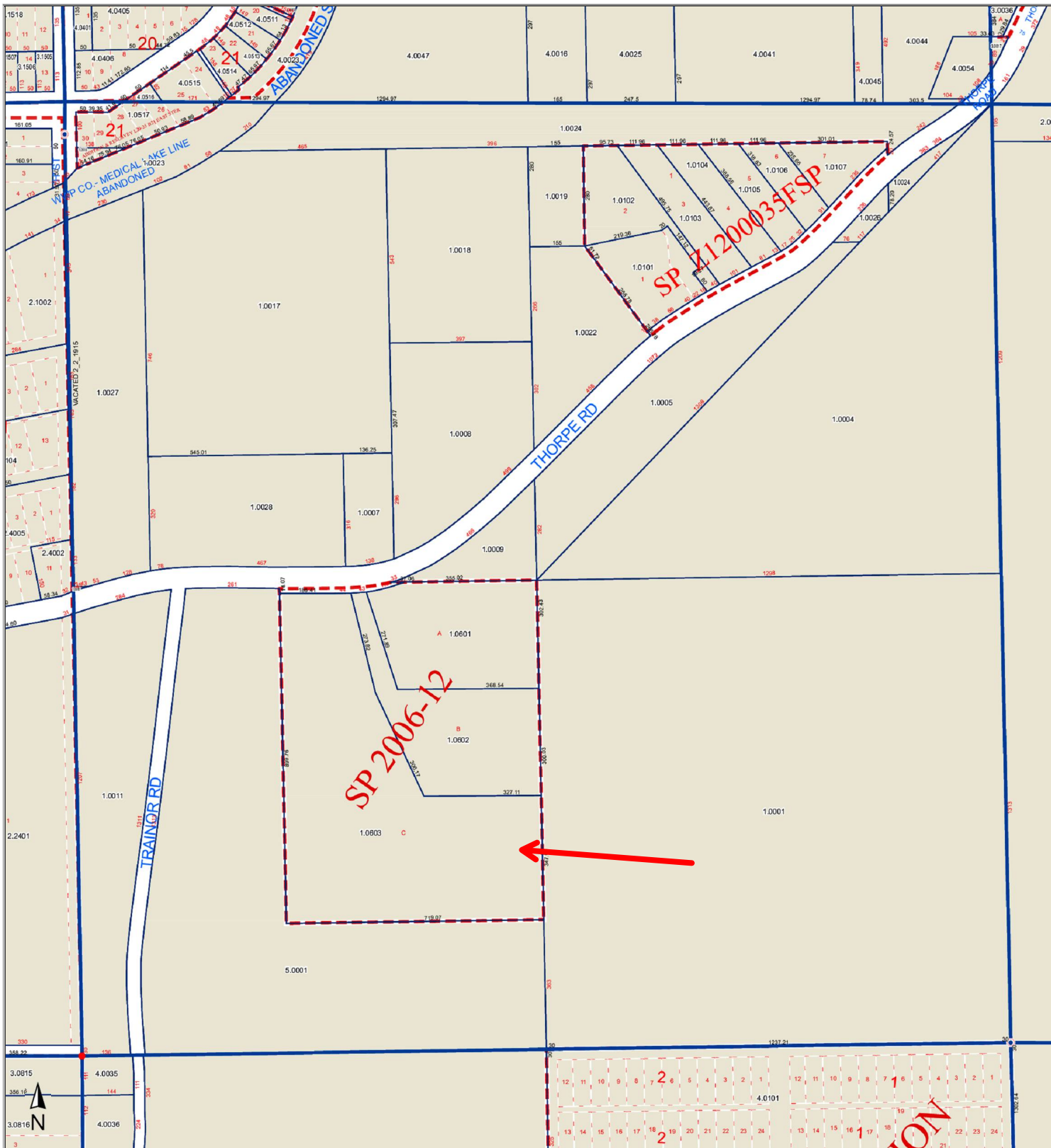


\_\_\_\_\_  
Authorized Signature

**EXHIBIT "A"**

**PARCEL C, "GOODWIN" CITY SHORT PLAT Z2006-12-SP, AS PER PLAT RECORDED IN VOLUME 22 OF SHORT PLATS, PAGE 20, RECORDS OF SPOKANE COUNTY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**



**ParcelID: 25351.0603**  
**3407 W Thorpe Rd, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |  |
|-----------|--|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> ( <i>Contact Us</i> ) |
|-----------|--|

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|  |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "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 to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as agent for Old Republic National Title Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By *C. Monroe* President  
Attest *David Wald* Secretary



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100, Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**THIRD REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP39219**

Escrow Officer: **Magan Ham**

Add'l Ref: **PCL D ROS 9311120542**

Ref: **DeGuire / BLUE FERN MANAGEMENT, LLC**

1. EFFECTIVE DATE: **August 08, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                     |
|----|--|--------|---------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>                                 | Amount | <b>\$750,000.00</b> |
|    | Proposed Insured:  |        |                     |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY</b> |        |                     |
| b. |  | Amount |                     |
|    | Proposed Insured:  |        |                     |
| c. |  | Amount |                     |
|    | Proposed Insured:  |        |                     |

PREMIUM INFORMATION:

|    |                              |                   |      |                 |        |                   |
|----|------------------------------|-------------------|------|-----------------|--------|-------------------|
| a. | <b>GENERAL SCHEDULE RATE</b> | <b>\$1,852.00</b> | Tax: | <b>\$166.68</b> | Total: | <b>\$2,018.68</b> |
| b. |                              |                   | Tax: |                 | Total: |                   |
| c. |                              |                   | Tax: |                 | Total: |                   |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**GREGORY M. DEGUIRE AND MARTHA A. DEGUIRE, HUSBAND AND WIFE**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: (TAX AREA CODE 0010)**

**EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00.**

**2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**PURPOSE: INGRESS, EGRESS AND UTILITIES**  
**RECORDED: November 27, 1907 AND July 11, 1977**  
**AUDITOR'S FILE NO.: [187713](#) AND [7707110277](#), RESPECTIVELY**  
**AREA AFFECTED: THE NORTH 20 FEET OF SAID PREMISES**

**3. MATTERS DISCLOSED BY SURVEY RECORDED November 12, 1993 UNDER AUDITOR'S FILE NO. [9311120542](#) IN BOOK 58 OF SURVEYS, PAGE(S) 16, 17 AND 18.**

**4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**BETWEEN: PETER A. POWELL, A SINGLE PERSON AND DANIEL S. HILLIARD AND KATHLEEN A. HILLIARD, HUSBAND AND WIFE AND PETER A. POWELL, A SINGLE MAN**  
**REGARDING: RIGHT OF WAY EASEMENT AND JOINT MAINTENANCE**  
**RECORDED: March 04, 1994**  
**AUDITOR'S FILE NO.: [9403040165](#)**

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

**a. THE ADDRESS OF THE SUBJECT PROPERTY IS:**

VACANT LAND  
SPOKANE, WA 99224

**b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:**

**TAX ACCOUNT NO.: 25354.0032**  
**LAND: \$112,000.00**  
**IMPROVEMENTS: \$0.00**  
**TOTAL: \$112,000.00**

**c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.**

**ABBREVIATED LEGAL DESCRIPTION:**

**PTN SE¼ 35-25-42 AKA PCL D ROS 9311120542**

**d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.**

**e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.**



Commitment No.: SP39219 THIRD REPORT

- f. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE, WATER, AND FLOOD CONTROL, IF ANY), FOR THE YEAR 2023 HAVE BEEN PAID IN FULL;  
AMOUNT: \$1,127.86  
TAX ACCOUNT NO.: [25354.0032](#)

- g. PLEASE NOTE OUR RECORDING TIMES:  
MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: [virginia@spokanetitle.com](mailto:virginia@spokanetitle.com)  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Magan Ham  
Email: [magan@spokanetitle.com](mailto:magan@spokanetitle.com)  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**



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Authorized Signature

**EXHIBIT "A"**

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:**

**THE WEST 215.10 FEET OF THE EAST 231.60 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;**

**EXCEPT THE SOUTH 330.00 FEET;**

**AND EXCEPT THE NORTH 20 FEET;**

**SAID PROPERTY IS DELINEATED AS PARCEL "D" OF THAT CERTAIN SURVEY RECORDED November 12, 1993, UNDER AUDITOR'S FILE NO. 58 IN BOOK 16, 17 AND 18 OF SURVEYS, PAGE [9311120542](#), RECORDS OF SPOKANE COUNTY;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**EXHIBIT "A"**

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,  
SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN,  
DESCRIBED AS FOLLOWS:**

**THE WEST 215.10 FEET OF THE EAST 231.60 FEET OF THE SOUTHEAST QUARTER OF  
THE SOUTHEAST QUARTER;**

**EXCEPT THE SOUTH 330.00 FEET;**

**AND EXCEPT THE NORTH 20 FEET;**

**SAID PROPERTY IS DELINEATED AS PARCEL "D" OF THAT CERTAIN SURVEY  
RECORDED November 12, 1993, UNDER AUDITOR'S FILE NO. 58 IN BOOK 16, 17 AND 18  
OF SURVEYS, PAGE [9311120542](#), RECORDS OF SPOKANE COUNTY;**

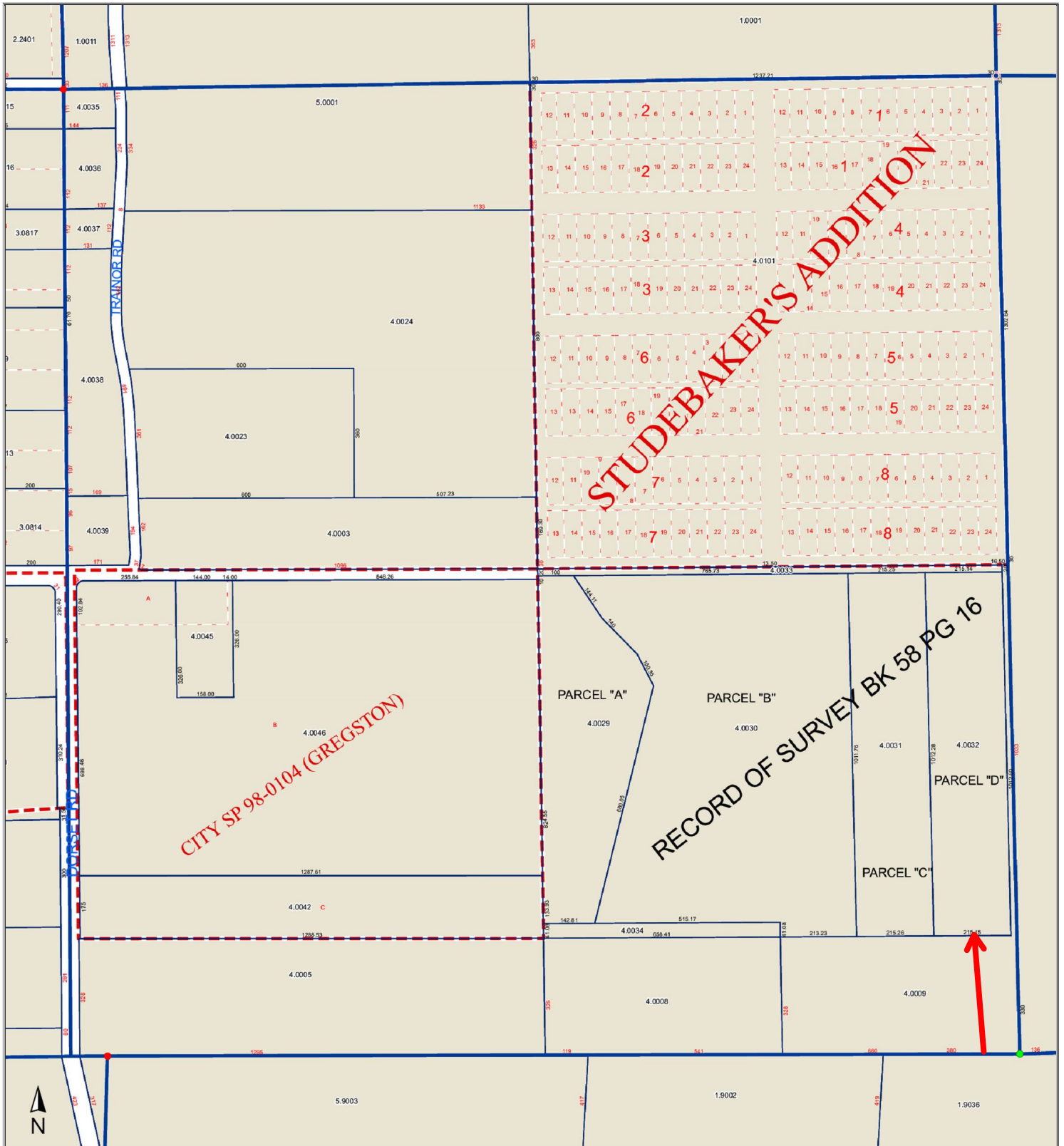
**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

Commonly known as:

**VACANT LAND  
SPOKANE, WA 99224**

Parcel No(s): **25354.0032**

|                |               |                 |               |
|----------------|---------------|-----------------|---------------|
| _____<br>Buyer | _____<br>Date | _____<br>Seller | _____<br>Date |
| _____<br>Buyer | _____<br>Date | _____<br>Seller | _____<br>Date |



**ParcelID: 25354.0032**  
**, Spokane WA 99224**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |  |
|-----------|--|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> ( <i>Contact Us</i> ) |
|-----------|--|

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|  |   |   |   |   |
|--|---|---|---|---|
| American First Abstract, LLC                   | American First Title & Trust Company    | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC           | Compass Abstract, Inc.                        |
| eRecording Partners Network, LLC               | Genesis Abstract, LLC                   | Kansas City Management Group, LLC         | L.T. Service Corp.                            | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.       | Lex Terrae, Ltd.                        | Mara Escrow Company                       | Mississippi Valley Title Services Company     | National Title Agent's Services Company       |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company             | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co.                         | Old Republic Title Company of Conroe    | Old Republic Title Company of Indiana     | Old Republic Title Company of Nevada          | Old Republic Title Company of Oklahoma        |
| Old Republic Title Company of Oregon           | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee   | Old Republic Title Information Concepts       | Old Republic Title Insurance Agency, Inc.     |
| Old Republic Title, Ltd.                       | Republic Abstract & Settlement, LLC     | Sentry Abstract Company                   | The Title Company of North Carolina           | Title Services, LLC                           |
| Trident Land Transfer Company, LLC             |   |   |   |   |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

# COMMITMENT FOR TITLE INSURANCE



1010 N Normandie, Suite 100  
Spokane, WA 99201  
Phone: 509-326-2626  
Fax: 509-327-7570



**ALTA Commitment for Title Insurance**  
Issued by Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the office of:  
**Spokane County Title Company as  
agent for  
Old Republic National Title  
Insurance Company**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16  
ALTA Commitment for Title Insurance

By  *President*  
Attest  *Secretary*



# Spokane County Title Company

Spokane County Title Company  
1010 N. Normandie, Suite 100 , Spokane, WA 99201  
Phone: 509-326-2626 Fax: 509-327-7570

Agent for  
**Old Republic National Title Insurance Company**  
**ALTA COMMITMENT**  
**FOURTH REPORT**  
**SCHEDULE A**

Title Officer: **Virginia Clemens**

Order No.: **SP36147**

Escrow Officer: **Keith Newell**

Add'l Ref: **THORPE & MARSHALL RDS**

Ref: **True / Blue Fern Management, LLC**

1. EFFECTIVE DATE: **August 16, 2023 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |    |  |        |                       |
|----|--|--------|-----------------------|
| a. | <b>ALTA 2006 STANDARD OWNER'S POLICY</b>   | Amount | <b>\$8,000,000.00</b> |
|    | Proposed Insured:  |        |                       |
|    | <b>BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY (SEE REQUIREMENT NO. 5)</b> |        |                       |
| b. |  | Amount |                       |
|    | Proposed Insured:  |        |                       |
| c. |  | Amount |                       |
|    | Proposed Insured:  |        |                       |

PREMIUM INFORMATION:

|    |                              |                   |                      |                           |
|----|------------------------------|-------------------|----------------------|---------------------------|
| a. | <b>GENERAL SCHEDULE RATE</b> | <b>\$9,460.00</b> | Tax: <b>\$851.40</b> | Total: <b>\$10,311.40</b> |
| b. |                              |                   | Tax:                 | Total:                    |
| c. |                              |                   | Tax:                 | Total:                    |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**Fee Simple**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**STEPHEN N. TRUE, AS HIS SEPARATE ESTATE**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP 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.
5. A COPY OF THE CURRENT AGREEMENT OF BLUE FERN MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**SCHEDULE B - SECTION II**

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 DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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 FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**

**SPECIAL EXCEPTIONS:**

1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.

NOTE: (TAX AREA CODE 0010)

EXCISE TAX OF 1.60% IS DUE ON SALES PRICE UP TO \$500,000.00. EXCISE TAX OF 1.78% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$500,000.01 TO \$1,500,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,500,000.01 TO \$3,000,000.00. EXCISE TAX OF 3.5% IS DUE ON THAT PORTION OF THE SALES PRICE OVER \$3,000,000.00.

2. DELINQUENT GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE YEAR(S) 2021, 2022 AND 2023, PLUS INTEREST AND PENALTIES;

FULL YEAR: \$385.16, \$385.15 AND \$58.15  
PAID: \$0.00, \$0.00 AND \$0.00  
DELINQUENT: \$385.16, \$385.15 AND \$58.15  
TAX ACCOUNT NO.: [25253.0005](#)  
AFFECTS: PARCEL A

FULL YEAR: \$622.35, \$618.46 AND \$123.21  
PAID: \$0.00, \$0.00 AND \$0.00  
DELINQUENT: \$622.35, \$618.46 AND \$123.21  
TAX ACCOUNT NO.: [25253.0006](#)  
AFFECTS: PARCEL B

FULL YEAR: \$40.20, \$45.83 AND \$35.33  
PAID: \$0.00, \$0.00 AND \$0.00  
DELINQUENT: \$40.20, \$45.83 AND \$35.33  
TAX ACCOUNT NO.: [25351.0026](#)  
AFFECTS: PARCEL H

3. INTENTIONALLY DELETED

4. INTENTIONALLY DELETED

5. NOTWITHSTANDING PARAGRAPH 4 OF THE COVERED RISKS OF THE POLICY OR POLICIES TO BE ISSUED, THE POLICY OR POLICIES WILL NOT INSURE AGAINST LOSS ARISING BY REASON OF ANY LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.

AFFECTS: PARCEL E - VEHICULAR ACCESS AND  
PARCEL M

6. THE POLICY REQUESTED MUST BE APPROVED BY THE HOME OFFICE OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. THE COMMITMENT IS ISSUED AT THIS TIME SUBJECT TO SUCH APPROVAL.

THE FOLLOWING AFFECTS PARCELS IN 25-25-42:

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, ITS  
SUCCESSORS AND ASSIGNS  
PURPOSE: TO ERECT AND MAINTAIN POLES WITH THE NECESSARY  
WIRES AND FIXTURES THEREON  
RECORDED: November 22, 1912  
AUDITOR'S FILE NO.: [376827](#)  
AREA AFFECTED: PARCEL E AND OTHER PROPERTY

**8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
**PURPOSE:** ELECTRIC TRANSMISSION LINE AND TELEPHONE SYSTEM  
**RECORDED:** November 29, 1926  
**AUDITOR'S FILE NO.:** [873239](#)  
**AREA AFFECTED:** PARCELS B, C, A PORTION OF PARCEL D AND OTHER PROPERTY

**9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
**PURPOSE:** ELECTRICAL DISTRIBUTION LINE  
**RECORDED:** April 09, 1947  
**AUDITOR'S FILE NO.:** [747534A](#)  
**AREA AFFECTED:** PARCEL C AND OTHER PROPERTY

**10. RELINQUISHMENT OF ALL EXISTING FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID PREMISES AND THE HIGHWAY OR HIGHWAYS TO BE CONSTRUCTED ON LANDS CONVEYED BY DEED DATED August 26, 1963, RECORDED September 18, 1963, UNDER FILE NO. [964691B](#), TO THE STATE OF WASHINGTON.**

**AFFECTS:** PARCELS B, C AND D

**11. RELINQUISHMENT OF ALL EXISTING FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID PREMISES AND THE HIGHWAY OR HIGHWAYS TO BE CONSTRUCTED ON LANDS CONVEYED BY DEED DATED August 30, 1961, RECORDED September 20, 1951, UNDER FILE NO. [808967B](#), TO THE STATE OF WASHINGTON.**

**AFFECTS:** PARCEL E AND OTHER PROPERTY

**12. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED:**

**FROM:** IDEAL BASIC INDUSTRIES, INC., BY CHANGE OF NAME FROM IDEAL CEMENT COMPANY  
**RECORDED:** June 08, 1977  
**AUDITOR'S FILE NO.:** [7706080171](#)  
**AFFECTS:** PARCELS A AND B

**AS FOLLOWS:** THE GRANTOR, IDEAL BASIC INDUSTRIES, INC., RETAINS ALL OWNERSHIP TO ALL MINERALS BELOW 250 FEET FROM THE SURFACE OF THE PROPERTY DESCRIBED HEREIN AND THE RIGHT OF ACCESS THERETO

**ADDENDUM TO RESERVATION:**

**RECORDED:** December 29, 1977  
**AUDITOR'S FILE NO.:** [7712290250](#)



**13. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS AND PACIFIC NORTHWEST BELL TELEPHONE COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
**PURPOSE:** THE RIGHT TO INSTALL PAD MOUNTED TRANSFORMERS, UNDERGROUND ELECTRIC CABLE AND TELEPHONE CABLE, AND ASSOCIATED FIXTURES  
**RECORDED:** April 05, 1985  
**AUDITOR'S FILE NO.:** [8504050188](#)  
**AREA AFFECTED:** PARCELS A, B, C, D AND A PORTION OF E

**14. MATTERS DISCLOSED BY SURVEY RECORDED November 13, 2017 UNDER AUDITOR'S FILE NO. [6658518](#) IN BOOK 168 OF SURVEYS, PAGE(S) 63 AND 64.**

**AFFECTS:** PARCELS A, B, C AND D

**NOTE:** SAID SURVEY DELINEATES A GAP ALONG THE NORTH/SOUTH LINE COMMON TO PARCELS C AND D.

**15. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** SPRINT COMMUNICATIONS COMPANY L.P.  
**PURPOSE:** AS SHOWN THEREIN  
**RECORDED:** November 13, 2013  
**AUDITOR'S FILE NO.:** [6264407](#)  
**AREA AFFECTED:** PARCELS A, B AND OTHER PROPERTY

**16. THE FOLLOWING AFFECTS 35-25-42:**

**17. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
**PURPOSE:** ELECTRIC TRANSMISSION LINE AND TELEPHONE SYSTEM  
**RECORDED:** October 26, 1953  
**AUDITOR'S FILE NO.:** [202175B](#)  
**AREA AFFECTED:** PARCELS I AND K

**CONSENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**REGARDING:** AS SHOWN THEREIN  
**RECORDED:** May 11, 1983  
**AUDITOR'S FILE NO.:** [8305110042](#)

**18. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED:**

**FROM:** WILLIAM G. PRATT  
**RECORDED:** June 03, 1897  
**AUDITOR'S FILE NO.:** [15435](#)  
**AFFECTS:** PARCEL H AND OTHER PROPERTY

**AS FOLLOWS:** "IT IS AGREED BETWEEN THE PARTIES OF THE FIRST PART AND THE PARTIES OF THE SECOND PART THAT PARTIES OF THE FIRST PART RESERVE THE RIGHT OF WAY THROUGH THE LAND AS USED AT PRESENT BETWEEN THE MAIN ROAD AND THEIR HOUSE."

**19. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS OR RESERVATIONS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW;**

**RECORDED:** March 01, 1966  
**AUDITOR'S FILE NO.:** [181924C](#)  
**AFFECTS:** PARCEL H AND OTHER PROPERTY

**20. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** STATE OF WASHINGTON, ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES  
**PURPOSE:** AS SHOWN THEREIN  
**RECORDED:** October 04, 1982  
**AUDITOR'S FILE NO.:** [8210040087](#)  
**AREA AFFECTED:** PARCEL I

**21. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
**PURPOSE:** ELECTRIC DISTRIBUTION LINE  
**RECORDED:** August 30, 1984  
**AUDITOR'S FILE NO.:** [8408300238](#)  
**AREA AFFECTED:** PARCEL H

**22. THE FOLLOWING AFFECTS STUDEBAKER'S ADDITION:**

POSSIBLE DRIVEWAY ENCROACHMENT FROM PROPERTY TO THE SOUTH.

**23. THE FOLLOWING AFFECTS 36-25-42:**

**24. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY;**

**FROM:** THE STATE OF WASHINGTON  
**AUDITOR'S FILE NO.:** [221553](#)

**25. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTEE:** THE WASHINGTON WATER POWER COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS  
**PURPOSE:** ELECTRIC TRANSMISSION LINE AND TELEPHONE SYSTEM  
**RECORDED:** December 23, 1952  
**AUDITOR'S FILE NO.:** [142013B](#)  
**AREA AFFECTED:** PARCEL M AND OTHER PROPERTY

**26. GENERAL REAL ESTATE TAXES, (INCLUDING AMOUNTS FOR AQUIFER, STORM WATER, IRRIGATION, DRAINAGE WATER, AND FLOOD CONTROL, IF ANY), FOR THE SECOND HALF OF THE YEAR 2023 DUE, BUT NOT DELINQUENT UNTIL NOVEMBER 1;**

FULL YEAR AMOUNT: \$1,574.16  
1ST HALF PAID: \$787.08  
2ND HALF DUE: \$787.08  
TAX ACCOUNT NO.: [25253.0008](#)  
AFFECTS: PARCEL C

FULL YEAR AMOUNT: \$1,434.77  
1ST HALF PAID: \$717.38  
2ND HALF DUE: \$717.39  
TAX ACCOUNT NO.: [25253.0009](#)  
AFFECTS: PARCEL D

FULL YEAR AMOUNT: \$727.64  
1ST HALF PAID: \$363.82  
2ND HALF DUE: \$363.82  
TAX ACCOUNT NO.: [25253.0010](#)  
AFFECTS: PARCEL E

FULL YEAR AMOUNT: \$3,095.56  
1ST HALF PAID: \$1,547.78  
2ND HALF DUE: \$1,547.78  
TAX ACCOUNT NO.: [25351.0004](#)  
AFFECTS: PARCEL I

FULL YEAR AMOUNT: \$1,025.37  
1ST HALF PAID: \$512.68  
2ND HALF DUE: \$512.69  
TAX ACCOUNT NO.: [25351.0005](#)  
AFFECTS: PARCEL J

FULL YEAR AMOUNT: \$2,577.45  
1ST HALF PAID: \$1,288.72  
2ND HALF DUE: \$1,288.73  
TAX ACCOUNT NO.: [25351.0001](#)  
AFFECTS: PARCEL K

FULL YEAR AMOUNT: \$2,640.82  
1ST HALF PAID: \$1,320.41  
2ND HALF DUE: \$1,320.41  
TAX ACCOUNT NO.: [25354.0101](#)  
AFFECTS: PARCEL L

FULL YEAR AMOUNT: \$391.97  
1ST HALF PAID: \$195.98  
2ND HALF DUE: \$195.99  
TAX ACCOUNT NO.: [25362.0006](#)  
AFFECTS: PARCEL M

END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS

**NOTES:**

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

|                                      |                       |
|--------------------------------------|-----------------------|
| 2323 W THORPE RD SPOKANE, WA 99224   | AS TO PARCEL A        |
| 2747 W THORPE RD SPOKANE, WA 99224   | AS TO PARCEL C        |
| 2225 W 26TH AVE SPOKANE, WA 99224    | AS TO PARCEL E        |
| VACANT LAND                          | AS TO PARCELS B AND D |
| 2959 W THORPE RD SPOKANE, WA 99224   | AS TO PARCEL H        |
| 2929 W THORPE RD SPOKANE, WA 99224   | AS TO PARCEL I        |
| 3103 W THORPE RD SPOKANE, WA 99224   | AS TO PARCEL J        |
| VACANT LAND                          | AS TO PARELS K AND L  |
| 3490 S MARSHALL RD SPOKANE, WA 99224 | AS TO PARCEL M        |

b. ACCORDING TO THE RECORDS OF SPOKANE COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

|                  |              |                  |              |
|------------------|--------------|------------------|--------------|
| TAX ACCOUNT NO.: | 25253.0005   | TAX ACCOUNT NO.: | 25351.0004   |
| LAND:            | \$2,340.00   | LAND:            | \$221,500.00 |
| IMPROVEMENTS:    | \$0.00       | IMPROVEMENTS:    | \$92,100.00  |
| TOTAL:           | \$2,340.00   | TOTAL:           | \$313,600.00 |
| AFFECTS:         | PARCEL A     | AFFECTS:         | PARCEL I     |
| <br>             |              | <br>             |              |
| TAX ACCOUNT NO.: | 25253.0006   | TAX ACCOUNT NO.: | 25351.0005   |
| LAND:            | \$9,000.00   | LAND:            | \$101,500.00 |
| IMPROVEMENTS:    | \$0.00       | IMPROVEMENTS:    | \$0.00       |
| TOTAL:           | \$9,000.00   | TOTAL:           | \$101,500.00 |
| AFFECTS:         | PARCEL B     | AFFECTS:         | PARCEL J     |
| <br>             |              | <br>             |              |
| TAX ACCOUNT NO.: | 25253.0008   | TAX ACCOUNT NO.: | 25351.0001   |
| LAND:            | \$152,000.00 | LAND:            | \$260,000.00 |
| IMPROVEMENTS:    | \$5,700.00   | IMPROVEMENTS:    | \$0.00       |
| TOTAL:           | \$157,700.00 | TOTAL:           | \$260,000.00 |
| AFFECTS:         | PARCEL C     | AFFECTS:         | PARCEL K     |
| <br>             |              | <br>             |              |
| TAX ACCOUNT NO.: | 25253.0009   | TAX ACCOUNT NO.: | 25354.0101   |
| LAND:            | \$143,420.00 | LAND:            | \$266,500.00 |
| IMPROVEMENTS:    | \$0.00       | IMPROVEMENTS:    | \$0.00       |
| TOTAL:           | \$143,420.00 | TOTAL:           | \$266,500.00 |
| AFFECTS:         | PARCEL D     | AFFECTS:         | PARCEL L     |
| <br>             |              | <br>             |              |
| TAX ACCOUNT NO.: | 25253.0010   | TAX ACCOUNT NO.: | 25362.0006   |
| LAND:            | \$70,900.00  | LAND:            | \$36,560.00  |
| IMPROVEMENTS:    | \$0.00       | IMPROVEMENTS:    | \$0.00       |
| TOTAL:           | \$70,900.00  | TOTAL:           | \$36,560.00  |
| AFFECTS:         | PARCEL E     | AFFECTS:         | PARCEL M     |
| <br>             |              | <br>             |              |
| TAX ACCOUNT NO.: | 25351.0026   |                  |              |
| LAND:            | \$100.00     |                  |              |
| IMPROVEMENTS:    | \$0.00       |                  |              |
| TOTAL:           | \$100.00     |                  |              |
| AFFECTS:         | PARCEL H     |                  |              |

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

|   |                              |
|---|------------------------------|
| PTN SW¼ 25-25-42                            | AS TO PARCELS A, B, C, D & E |
| PTN NE¼ 35-25-42                            | AS TO PARCELS H, I, J & K    |
| LOTS 1 TO 24, BLOCKS 1 TO 8, STUDEBAKER ADD | AS TO PARCEL L               |
| PTN NW 36-25-42                             | AS TO PARCEL M               |

- d. ACCORDING TO THE APPLICATION FOR TITLE INSURANCE, TITLE IS TO VEST IN BLUE FERN MANAGEMENT, LLC. WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID PARTY/PARTIES.
- e. THERE ARE NO CONVEYANCES AFFECTING SAID PREMISES RECORDED WITHIN THE LAST 24 MONTHS.
- f. PLEASE NOTE OUR RECORDING TIMES:  
MONDAY - FRIDAY: 10:00 A.M. TO 10:30 AM AND 2:00 P.M. TO 2:30 P.M.  
E-RECORDING AVAILABLE MONDAY - FRIDAY UNTIL 3:00 P.M.

EFFECTIVE July 26, 2021: PER STATE LAW, RECORDING FEES ARE INCREASING BY \$100.00 PER DOCUMENT.

TITLE INFORMATION

Title Officer: Virginia Clemens  
Email: virginia@spokanetitle.com  
Spokane County Title  
1010 N. Normandie St., #100  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 327-7570

CLOSING/ESCROW INFORMATION

Escrow Officer: Keith Newell  
Email: keith@spokanetitle.com  
Spokane County Title Closing & Escrow  
1010 N. Normandie St., #203  
Spokane, WA 99201  
PH: (509) 326-2626 FX: (509) 324-1375

**END OF SCHEDULE B - SECTION II NOTES**



\_\_\_\_\_  
Authorized Signature

**EXHIBIT "A"**

**PARCEL A (25253.0005):**

**THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, LYING SOUTH OF THORPE ROAD AND WEST OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY RIGHT-OF-WAY, OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL B (25253.0006):**

**THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, LYING BETWEEN THE SOUTHERLY RIGHT-OF-WAY OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY, AND A LINE BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, 839.9 FEET EAST OF THE NORTHWEST CORNER AND RUNNING THENCE SOUTH 31°00' EAST 1088.8 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF SPOKANE, PORTLAND AND SEATTLE RAILWAY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL C (25253.0008):**

**THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHEASTERLY OF COUNTY ROAD KNOWN AS THORPE ROAD;**

**EXCEPT THE EAST 492.5 FEET THEREOF;**

**AND EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:**

**BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 839.9 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 31° EAST 1088.8 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY'S RIGHT OF WAY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL D (25253.0009):**

**THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE SPOKANE, PORTLAND AND SEATTLE RAILROAD RIGHT-OF-WAY AND THE SOUTH LINE OF SAID SECTION 25; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION TO A POINT 492.5 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25; THENCE NORTH AT RIGHT ANGLE TO THE SOUTH LINE OF SAID SECTION 25 TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF TRACT CONVEYED TO THE SPOKANE, PORTLAND CEMENT COMPANY, BY DEED FILED FOR RECORD JANUARY 15, 1940, RECORDED IN**

**BOOK 486 OF DEEDS, PAGE 499;  
THENCE SOUTH 31° EAST ALONG SAID SOUTHWESTERLY LINE TO A POINT IN THE WESTERLY  
RIGHT-OF-WAY LINE OF SAID RAILROAD RIGHT-OF-WAY;  
THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO  
THE POINT OF BEGINNING;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL E (25253.0010):**

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF  
RIGHT OF WAY OF OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY, SOUTH OF  
26TH AVENUE, AS NOW ESTABLISHED, AND EASTERLY OF RIGHT OF WAY OF SPOKANE,  
PORTLAND AND SEATTLE RAILROAD COMPANY;**

**AND THAT PORTION OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, LYING  
WESTERLY OF RIGHT OF WAY OF SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY  
AND NORTHEASTERLY OF A LINE RUNNING SOUTH 31° EAST FROM A POINT IN THE NORTH LINE  
OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER 839.9 FEET EAST OF THE  
NORTHWEST CORNER THEREOF TO THE WESTERLY LINE OF SAID RAILWAY RIGHT OF WAY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL H (25351.0026):**

**THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS  
FOLLOWS:**

**BEGINNING 293.5 FEET WEST AND 100 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION  
35;**

**THENCE SOUTH 193.5 FEET;**

**THENCE SOUTHWEST 125 FEET TO A POINT 380.5 FEET SOUTH OF THE NORTH LINE;**

**THENCE WEST TO THE WEST LINE OF THORPE ROAD;**

**THENCE NORTHERLY ALONG THE WEST LINE OF THORPE ROAD TO THE POINT OF BEGINNING;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL I (25351.0004):**

**THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25  
NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN;**

**EXCEPT BEGINNING AT THE NORTHEAST CORNER;**

**THENCE WEST 1,320 FEET;**

**THENCE SOUTH 1,320 FEET;**

**THENCE NORTHEASTERLY TO THE POINT OF BEGINNING;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL J (25351.0005):**

**ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTH OF A  
LINE DRAWN 380 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST**

Commitment No.: SP36147 FOURTH REPORT

**QUARTER OF THE NORTHEAST QUARTER AND EASTERLY OF THE THORPE COUNTY ROAD, AND NORTHWESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID SECTION 35 TO A POINT IN THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL K (25351.0001):**

**THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

**PARCEL L (25354.0101):**

**LOTS 1 TO 24 INCLUSIVE, BLOCK 1, LOTS 1 TO 24 INCLUSIVE, BLOCK 2, LOTS 1 TO 24 INCLUSIVE, BLOCK 3, LOTS 1 TO 24 INCLUSIVE, BLOCK 4, LOTS 1 TO 24 INCLUSIVE, BLOCK 5, LOTS 1 TO 24 INCLUSIVE, BLOCK 6, LOTS 1 TO 24 INCLUSIVE, BLOCK 7, LOTS 1 TO 24 INCLUSIVE, BLOCK 8, ALL IN STUDEBAKER'S ADDITION, AS PER PLAT RECORDED IN VOLUME "O" OF PLATS, PAGE 29, RECORDS OF SPOKANE COUNTY;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

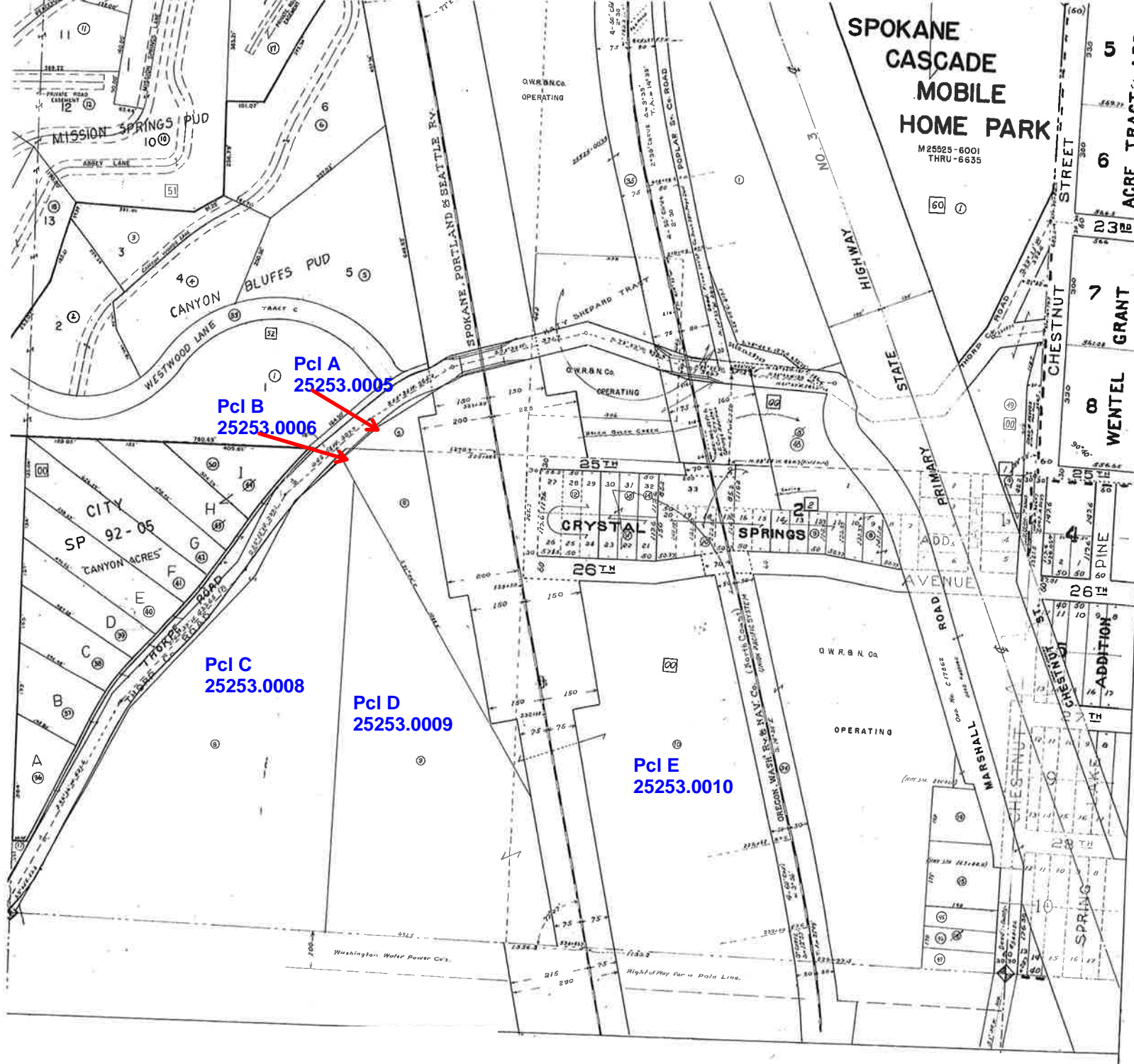
**PARCEL M (25362.0006):**

**THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY;**

**EXCEPT THAT PART THEREOF, IF ANY, LYING WITHIN THE NORTH 100 FEET OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;**

**SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**



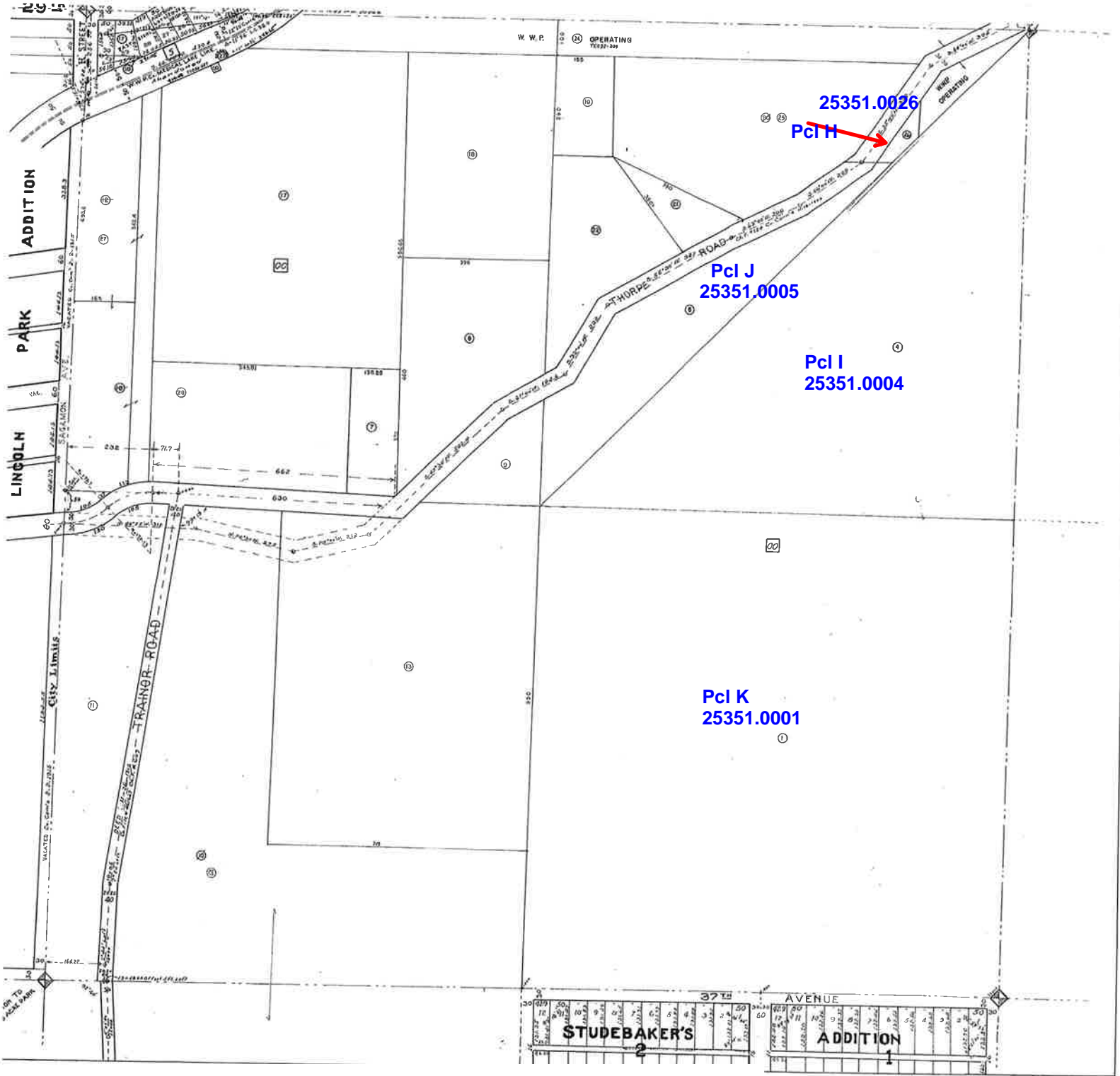


A PORTION OF THE **SW Qtr** OF SECTION **35**, TOWNSHIP **25** NORTH, RANGE **42** EAST, W.M.



THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION. DIMENSIONS ARE NOT GUARANTEED AND MUST NOT BE RELIED UPON TO DETERMINE ACREAGE OR SHAPE. THIS COMPANY ASSUMES NO LIABILITY FOR LOSS INCURRED BY REASON OR RELIANCE THEREON.

SPOKANE COUNTY TITLE COMPANY  
326-2626

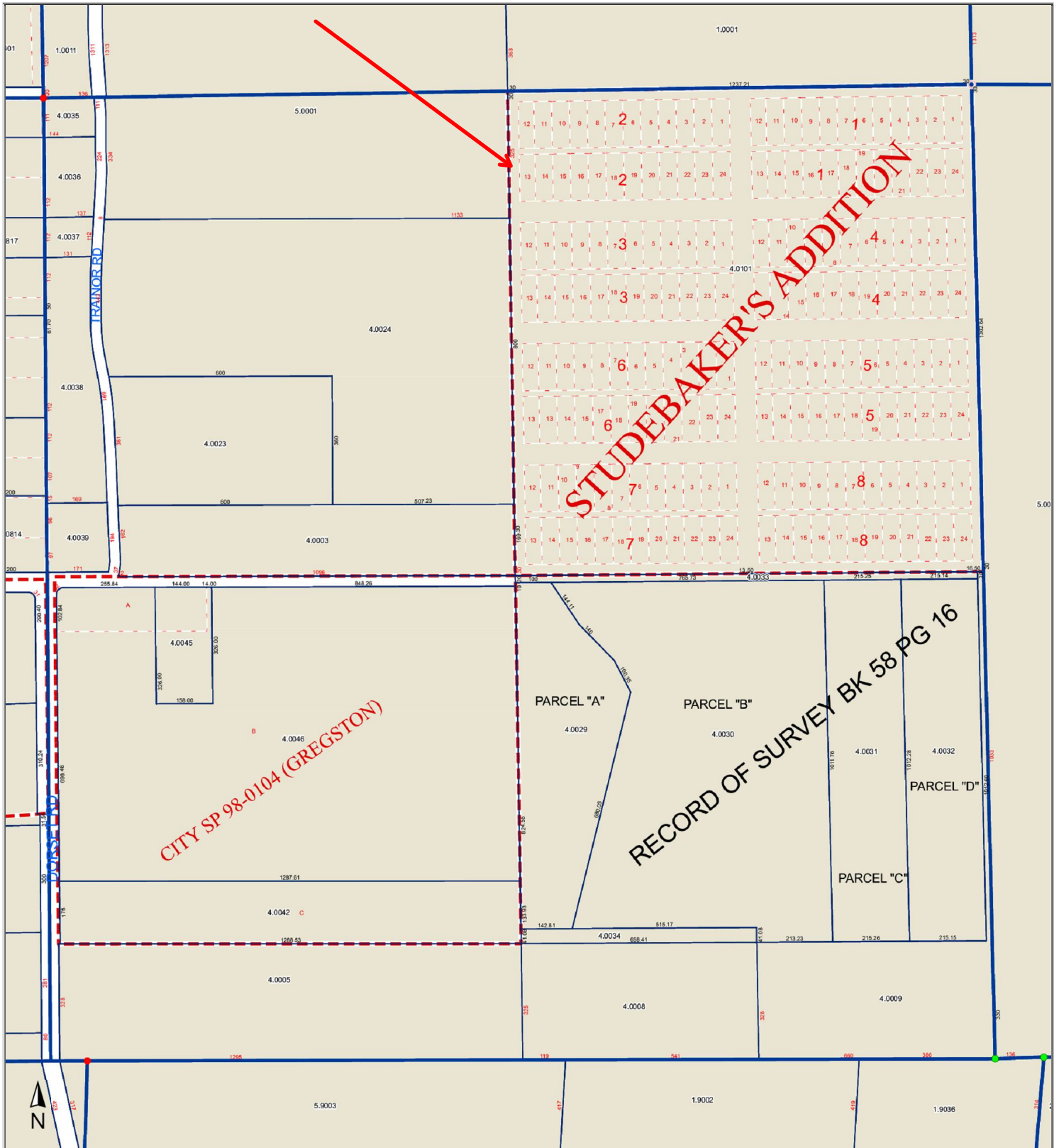


A PORTION OF THE **NE Qtr** OF SECTION **35**, TOWNSHIP **25** NORTH, RANGE **42** EAST, W.M.



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SPOKANE COUNTY TITLE COMPANY  
326-2626

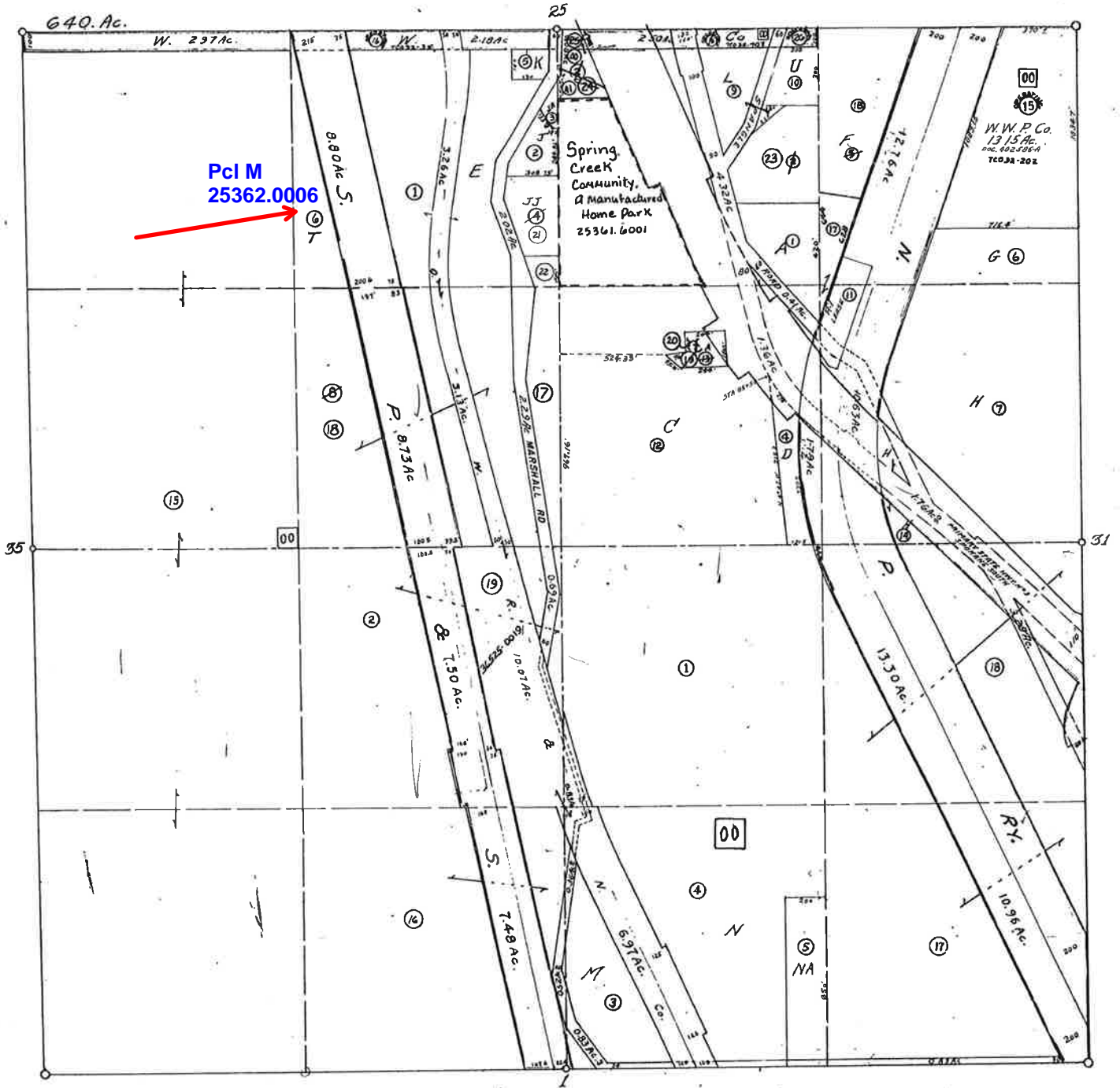


**ParcelID: 25354.0101**  
**Spokane WA 99224**

**PARCEL L**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





A PORTION OF THE **NW Qtr** OF SECTION **36**, TOWNSHIP **25** NORTH, RANGE **42** EAST, W.M.



THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION. DIMENSIONS ARE NOT GUARANTEED AND MUST NOT BE RELIED UPON TO DETERMINE ACREAGE OR SHAPE. THIS COMPANY ASSUMES NO LIABILITY FOR LOSS INCURRED BY REASON OR RELIANCE THEREON.

SPOKANE COUNTY TITLE COMPANY  
326-2626



|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |
|--------------|--|

|              |   |
|--------------|---|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.  |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information   | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our marketing purposes</b> — to offer our products and services to you  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For joint marketing with other financial companies</b>  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | <b>Yes</b>                     | <b>No</b>                   |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | <b>No</b>                      | <b>We don't share</b>       |
| <b>For our affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |
| <b>For non-affiliates to market to you</b>   | <b>No</b>                      | <b>We don't share</b>       |

|           |   |
|-----------|---|
| Questions | Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us) |
|-----------|---|

| Who we are                    |  |
|-------------------------------|--|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do  |   |
|---|---|
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .   |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can’t I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |

| Definitions            |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul> |
| <b>Non-affiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>   |
| <b>Joint marketing</b> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>   |

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

|   |   |  |  |  |
|---|---|--|--|--|
| <b>American First Abstract, LLC</b>                   | <b>American First Title &amp; Trust Company</b> | <b>American Guaranty Title Insurance Company</b> | <b>Attorneys' Title Fund Services, LLC</b>           | <b>Compass Abstract, Inc.</b>                        |
| <b>eRecording Partners Network, LLC</b>               | <b>Genesis Abstract, LLC</b>                    | <b>Kansas City Management Group, LLC</b>         | <b>L.T. Service Corp.</b>                            | <b>Lenders Inspection Company</b>                    |
| <b>Lex Terrae National Title Services, Inc.</b>       | <b>Lex Terrae, Ltd.</b>                         | <b>Mara Escrow Company</b>                       | <b>Mississippi Valley Title Services Company</b>     | <b>National Title Agent's Services Company</b>       |
| <b>Old Republic Branch Information Services, Inc.</b> | <b>Old Republic Diversified Services, Inc.</b>  | <b>Old Republic Exchange Company</b>             | <b>Old Republic National Title Insurance Company</b> | <b>Old Republic Title and Escrow of Hawaii, Ltd.</b> |
| <b>Old Republic Title Co.</b>                         | <b>Old Republic Title Company of Conroe</b>     | <b>Old Republic Title Company of Indiana</b>     | <b>Old Republic Title Company of Nevada</b>          | <b>Old Republic Title Company of Oklahoma</b>        |
| <b>Old Republic Title Company of Oregon</b>           | <b>Old Republic Title Company of St. Louis</b>  | <b>Old Republic Title Company of Tennessee</b>   | <b>Old Republic Title Information Concepts</b>       | <b>Old Republic Title Insurance Agency, Inc.</b>     |
| <b>Old Republic Title, Ltd.</b>                       | <b>Republic Abstract &amp; Settlement, LLC</b>  | <b>Sentry Abstract Company</b>                   | <b>The Title Company of North Carolina</b>           | <b>Title Services, LLC</b>                           |
| <b>Trident Land Transfer Company, LLC</b>             |   |  |  |  |

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



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

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (k) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (l) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.