



Zoning Map Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

Contact Person

Owner: CCWO13 L.L.C.

Address: P.O. Box 347, Meridian ID 83680

Phone: 208-871-8158

Email: charlest@cedar.cc

APPLICANT/CONTRACTOR INFORMATION (if different)

Contact Person

Company: Cedar Creek Architectural Design

UBI#: 605085303

Contact: Chuck Tookey

Address: 80 W Cottonwood Ct, Eagle, ID 83616

Phone: 208-871-8158

Email: charlest@cedar.cc

DESCRIPTION OF WORK

Construction of a new mini storage drive up unit as well as construction of a new 3 story climate controlled storage facility and all associated paving, landscaping, curb gutter and sidewalk.

PROPERTY INFORMATION

Parcel #: 122982020003012

Legal Description: BADGER HEIGHTS SUB. BLK 3 LOT 12 LESS SOUTH 30 FEET TO STATE ROAD 182 3-17-81

Current Zoning: C-2

Current Comp Plan: COM

Requested Zoning: C-3

Current Use: Self Storage

Proposed Use: Self Storage

Area of Property: 2.07 acres

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

There are not any unique characteristics of the property.

Any hardship that may result in the event the rezone is not granted:

This property was purchased with the intent of expansion. If we can't rezone and expand then the owner will take a financial loss.

The manner in which the proposed rezone conforms to patterns in adjacent zones:

The properties to the North and East are zoned AG and will not be affected by the rezone and new storage building constructed. The property to the west is a church. The property to the South is Zoned C-3 and is currently a self storage facility.

Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:

There will be benefits to granting the rezone allowing for the construction of the storage units. The site will no longer be just gravel and have open storage. It will be enclosed storage and paved and have landscaping on it. Also, the existing entrance to the site is located at the corner of Jericho Road and Jericho Court and is a current hazard. We are moving the entrance to the West eliminating the conflict with the corner.

Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:

By changing the zoning from C-2 to C-3 we will eliminate the unsightly gravel parking lot and open storage and replace it with enclosed storage, paving, landscaping, and curb gutter and sidewalk.

The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:

There would be benefits to the City from the result of the rezone. The existing open storage on gravel would go away and be replaced with a nice looking new building, paving, landscaping, and curb gutter and sidewalk. Also, the tax revenue would go up for the City

Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:

The proposed zone represents a better use because it allows us to be a legal conforming use and eliminates the open parking storage and gravel lot.

Whether the proposed rezone represents spot zoning and whether a larger area should be considered:

This is just a spot rezone, we would align with other C-3 parcels in the area.

Identify impacts on the environment and public safety:

There are positive impacts with regards to the environment and public safety. There will not be gravel tracked on to the main roads, the storm water will be contained more effectively with the curb, gutter and sidewalk. Lastly, the current entrance will be moved from the intersection reducing stacking and confusion.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Chuck Tookey

Applicant Signature: Chuck Tookey

Digitally signed by Chuck Tookey
DN: C=US, E=charlest@cedar.cc, OU=Cedar Creek Architectural
Design, CN=Chuck Tookey
Date: 2023.10.24 13:54:12-06'00'

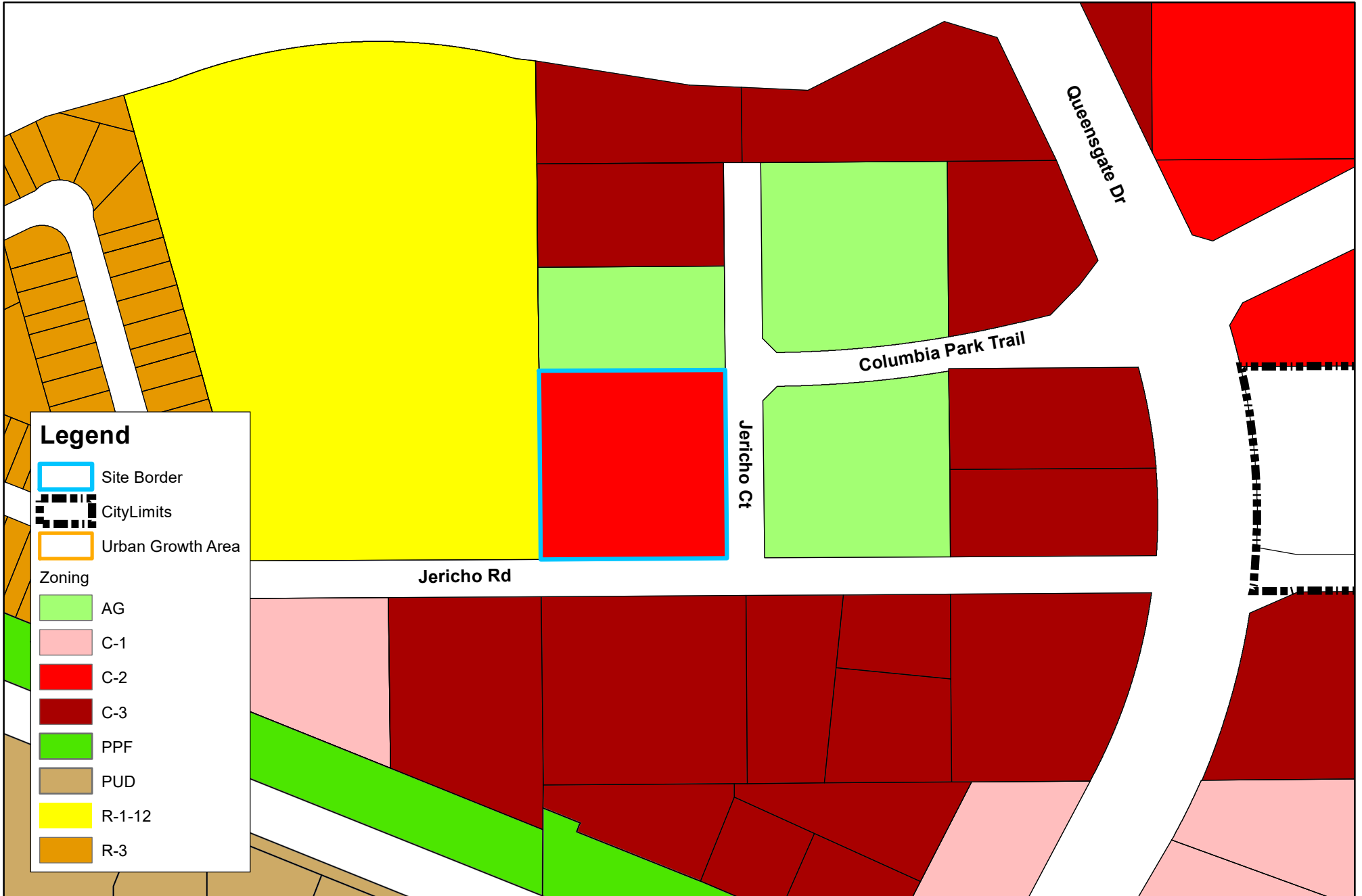
Date 10-24-2023

Zoning Map

Item: 953 Jericho Court Zone Change
Applicant: Cedar Creek Architectural Design
File #: Z2023-109



0 75 150 300 Feet



Legend

- Site Border
- City Limits
- Urban Growth Area
- Zoning
 - AG
 - C-1
 - C-2
 - C-3
 - PPF
 - PUD
 - R-1-12
 - R-3

When recorded return to:

AJ Osborne
CCWO13 LLC
PO Box 347
Meridian, ID 83680
CTI 223651-NCS

173598 - \$255,408.75 - ES - 12/16/2022 - Benton County

STATUTORY WARRANTY DEED

THE GRANTOR(S) Watts & Sons, L.L.C., a Washington limited liability company for and in consideration of Ten and No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys and warrants to CCWO13 LLC, a Delaware limited liability company

the following described real estate, situated in the County of Benton, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lots 1 and 2 Short Plat 1401; Ptn Lots 2, 3, 4 Blk 3, Lot 12 Blk 3 Badger Heights

Tax Parcel Number(s): 120982011401005, 122982020003004, 122982020003012,
122982020003021

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

STATUTORY WARRANTY DEED
(continued)

Dated: 12/14/22

Watts & Sons, L.L.C., a Washington limited liability company

BY: Kirk Watts
Kirk Watts
Member

BY: Jacqueline Watts
Jacqueline Watts
Member

State of WASHINGTON
County of KING

I certify that I know or have satisfactory evidence that Kirk Watts and Jacqueline Watts are the persons who appeared before me, and said persons acknowledged that he signed this instrument as the Members of Watts & Sons, L.L.C., a Washington limited liability company and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12/14/22
Kim Hooper
Name: Kim Hooper
Notary Public in and for the State of WA
Residing at: Pasco
My appointment expires: 4/7/26

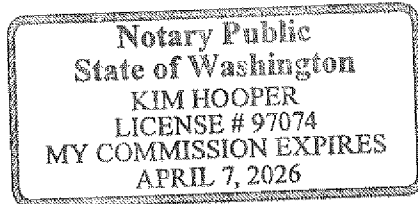


EXHIBIT "A"
Legal Description

PARCEL A: (120982011401005)

Lots 1 and 2, Short Plat No. 1401, according to the Survey thereof recorded under Auditor's File No.896934, records of Benton County, Washington.

PARCEL B: (122982020003004)

That portion of Lot 4, Block 3, Badger Heights Subdivision, according to the plat thereof recorded in Volume 5 of Plats, page 11, records of Benton County, Washington, lying Southwesterly of a line Beginning at a point opposite Highway Engineer's Station (hereafter referred to as HES) E-TF 17+34.99 P.T. on the E-TF line Survey of SR 182, Goose Gap Road to Road 68 interchange vicinity, and 100 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES E-TF 20+14.09 P.C. and 75 feet Southwesterly therefrom; thence Easterly to a point opposite HES E-TF 21+75 and 75 feet Southerly, when measured radially from said E-TF Line Survey, therefrom and the terminus of this line description.

TOGETHER WITH that portion of right of way vacated by Resolution No. 8-864 and recorded under Auditor's File No. 2008-33748, which would revert to said premises by operation of law.

PARCEL C: (122982020003012)

Lot 12, Block 3, Badger Heights Subdivision, according to the plat thereof recorded in Volume 5 of Plats, Page 11, records of Benton County, Washington; EXCEPT the South 30 feet conveyed to the State of Washington by instrument recorded under Auditor's File No. 837999.

PARCEL D: (122982020003021)

That portion of Lot 2, and 3, Block 3, Badger Heights Subdivision, according to the Plat thereof recorded in Volume 5 of Plats, Page 11, records of Benton County Washington lying Southerly of a line described as beginning at a point opposite Highway Engineer's station (hereinafter referred to as HES) E-TF 20+14.09 P.C. on the E-TF line survey of SR 182, Goose Gap Road to Road 68 Interchange Vicinity, and 75 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES E-TF 21+75 on said E-TF line survey and 75 feet Southeasterly therefrom; thence Northeasterly to a point opposite HES E-TF 22+92.73 P.T. on said E-TF line survey and 50 feet Southeasterly therefrom; thence Northeasterly parallel with said E-TF line survey to a point opposite HES E-TF 24+00 thereon; thence Southeasterly to a point opposite HES TF 104+50 on the TF line survey of said Highway and 70 feet Southwesterly therefrom and the end of this line description. Together with that portion of vacated Right of Way by Resolution 08-0865 recorded under Auditor's File Number 2008-033748 records of Benton County, Washington. All being in the Southwest quarter of the Northwest quarter of Section 22, Township 9 North, Range 28 East, W.M. and described as follows:

Commencing at the Southwest corner of said Northwest quarter of Section 22 being a Brass Cap; thence along the West line of said Northwest quarter North 00°35'56" West for 997.27 feet; thence North 89°39'33" East for 329.29 feet to the centerline of said vacated right of way; thence along said centerline North 00°30'17" West for 120.52 feet to intersect the Right of Way of said SR-182; thence along said Right of Way the following courses and distances, South 87°23'13" East for 106.69 feet; thence North 63°09'20" East for 245.11 feet; thence South 73°08'41" East for 88.59 feet to intersect the Right of Way of Queensgate Boulevard thence along said Right of Way South 25°46'31" East for 219.49 feet to intersect the South line of said Lot 2; thence along the South line of said Lot 2 and Lot 3 extended South 89°39'33" West for 504.45 feet and the True Point of Beginning.

EXHIBIT "B"
Exceptions

Exceptions set forth on this attached exhibit and by this reference made a part hereof as if fully incorporated herein.

1. Future assessments levied by Kennewick Irrigation District.
2. Reservations and Exceptions contained in Patent from the United States of America recorded February 16, 1961, under Auditor's File No. 451098.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Benton Rural Electrical Association
Purpose: Electric Distribution Lines
Recording Date: May 15, 1964
Recording No.: 520465
4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on Short Plat 1401: Recording No: 896934
5. Utility Connection Annexation Covenant and Power of Attorney recorded January 4, 2011, under Auditor's File No. 2011-325.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: City of Richland
Purpose: Waterline Easement
Recording Date: December 27, 2012
Recording No.: 2012-40846
7. Reservations and Exceptions contained in Patent from the United States of America recorded March 7, 1979, under Auditor's File No. 785677.
8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on Badger Heights Subdivision: Recording No: 317551
9. Utility Easement as retained in Ordinance No. 08-865 recorded December 1, 2008 under Auditor's File No. 2008-33748.
10. Reservation by the State of Washington as contained in Quit Claim Deed recorded November 19, 2019 under Auditor's File No. 2019-36437, as follows:
Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefore, the grantee herein, including successors or assigns, shall have no right of ingress and egress, to from or between SR 182 and the lands herein described, nor shall the grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway. The Grantee herein, on behalf of itself and its successors or assigns, as part of this consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage runoff.

11. Reservations and Exceptions contained in Patent from the United States of America recorded June 12, 1956 under Auditor's File No. 358324.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Benton Rural Electrical Association
Purpose: Right of Way Easement
Recording Date: March 27, 1997
Recording No.: 97-6733

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland
Purpose: Utility Easement Deed
Recording Date: November 14, 1997
Recording No.: 97-29112

14. Reservations and Exceptions contained in Patent from the United States of America recorded October 16, 1959, under Auditor's File No. 425498.

15. Reservations and Exceptions contained in Patent from the United States of America recorded July 27, 1978, under Auditor's File No. 748677.

16. Reservations and Easements contained in Deed from the State of Washington recorded November 24, 1992, under Auditor's File No. 92-29438.

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Kurk Watts and Jacqueline Watts
Purpose: Ingress, Egress, Utility, Water, Sewer and Irrigation Easement
Recording Date: March 1, 2005
Recording No.: 2005-6306

18. Irrigation and Utility Easement retained in Resolution No. 07-124, recorded March 6, 2007, under Auditor's File No. 2007-6913.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

62242201209
Revision 2

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, Chicago 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent
Gary Duncan

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CHICAGO TITLE COMPANY OF WASHINGTON

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Christopher Hull Chicago Title Company of Washington 6416 W. Okanogan Avenue Kennewick, WA 99336 Phone: (509)735-1575 Fax: (509)735-0707 Main Phone: (509)735-1575 Email: Christopher.Hull@ctt.com	Escrow Officer: Mark Schwarz *Chicago Title Company of Washington 701 5th Avenue, Ste 2700 Seattle, WA 98104 Main Phone: (206)200-2994 Email: mark.schwarz@ctt.com Escrow No.: 223651-NCS

Order Number: 62242201209

SCHEDULE A

1. Commitment Date: August 11, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Standard Owner's Policy 2006

Proposed Insured:	Cedar Creek Wealth LLC		
Proposed Policy Amount:	\$8,795,500.00		
Premium:		\$	13,223.00
Tax:		\$	1,150.40
Total:		\$	14,373.40
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. The Title is, at the Commitment Date, [vested in:](#)

Watts & Sons, L.L.C., a Washington limited liability company
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

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PARCEL B: (122982020003004)

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TOGETHER WITH that portion of right of way vacated by Resolution No. 8-864 and recorded under Auditor's [File No. 2008-33748](#), which would revert to said premises by operation of law.

PARCEL C: (122982020003012)

Lot 12, Block 3, Badger Heights Subdivision, according to the plat thereof recorded in Volume 5 of Plats, Page 11, records of Benton County, Washington; EXCEPT the South 30 feet conveyed to the State of Washington by instrument recorded under Auditor's [File No. 837999](#).

PARCEL D: (122982020003018 PARENT PARCEL)

That portion of Lot 2, and 3, Block 3, Badger Heights Subdivision, according to the Plat thereof recorded in Volume 5 of Plats, Page 11, records of Benton County Washington lying Southerly of a line described as beginning at a point opposite Highway Engineer's station (hereinafter referred to as HES) E-TF 20+14.09 P.C. on the E-TF line survey of SR 182, Goose Gap Road to Road 68 Interchange Vicinity, and 75 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES E-TF 21+75 on said E-TF line survey and 75 feet Southeasterly therefrom; thence Northeasterly to a point opposite HES E-TF 22+92.73 P.T. on said E-TF line survey and 50 feet Southeasterly therefrom; thence Northeasterly parallel with said E-TF line survey to a point opposite HES E-TF 24+00 thereon; thence Southeasterly to a point opposite HES TF 104+50 on the TF line survey of said Highway and 70 feet Southwesterly therefrom and the end of this line description. Together with that portion of vacated Right of Way by Resolution 08-0865 recorded under Auditor's File Number 2008-033748 records of Benton County, Washington. All being in the Southwest quarter of the Northwest quarter of Section 22, Township 9 North, Range 28 East, W.M. and described as follows:

Commencing at the Southwest corner of said Northwest quarter of Section 22 being a Brass Cap; thence along the West line of said Northwest quarter North 00°35'56" West for 997.27 feet; thence North

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EXHIBIT "A"
Legal Description

89°39'33" East for 329.29 feet to the centerline of said vacated right of way; thence along said centerline North 00°30'17" West for 120.52 feet to intersect the Right of Way of said SR-182; thence along said Right of Way the following courses and distances, South 87°23'13" East for 106.69 feet; thence North 63°09'20" East for 245.11 feet; thence South 73°08'41" East for 88.59 feet to intersect the Right of Way of Queensgate Boulevard thence along said Right of Way South 25°46'31" East for 219.49 feet to intersect the South line of said Lot 2; thence along the South line of said Lot 2 and Lot 3 extended South 89°39'33" West for 504.45 feet and the True Point of Beginning.

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. If documents for this transaction are to be signed using Remote Online Notary, we require the use of company approved RON providers which can be found here:
<<https://nationalagency.fnf.com/digitalclosinghub/RON-Technology-Providers>>.

The Notarial Certificate must state "This notarial act involved the use of communication technology."

We require a copy of the notarization video for our file documentation prior to closing. Additional underwriting requirements may need to be satisfied.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

8. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Richland.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
3.00% on any portion of the sales price above \$3,000,000;

Local portion: .50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE](#). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Watts & Sons L.L.C.

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Cedar Creek Wealth LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF REQUIREMENTS**NOTES**

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

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

816 N Dallas Road and 953 Jericho Court
Richland, WA 99352

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lots 1 and 2 Short Plat 1401; Ptn Lots 2, 3, 4 Blk 3, Lot 12 Blk 3 Badger Heights

Note D: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

Note E: Note: Examination of the Public Records discloses no judgments or other matters pending against the name(s) of the proposed insured which would appear as exceptions in the policy.

Note F: Note: 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. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note G: To avoid delays on all Recordings-
Please email a scanned PDF version of recording packages, instructions, and all related documents for the closing of the herein contemplated transaction to KennewickRecordings@ctt.com as soon as available.

Additionally- Please send the physical Original Documents for recording to the following mailing address at least 24 hours prior to the anticipated closing date:

CT
6416 W. Okanogan Ave.
Kennewick, WA 99336

If you have any question's please call our Recording Department at (509) 783-7833.

Note H: Please be advised we submit documents to the county for processing and recording via e-filing using a 3rd party vendor.

Please make checks for excise tax and recording fees payable to Chicago Title Company of Washington.

There is a \$5.43 e-recording surcharge per EACH document for this service.

NOTE: Not all recordings qualify for e-filing and Adams County does not e-File as of the date of this report.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

END OF NOTES

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

SPECIAL EXCEPTIONS

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

1. As to Parcel A:
General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2022
<u>Tax Account No.:</u>	<u>120982011401005</u>
Levy Code:	1424
Assessed Value-Land:	\$259,380.00
Assessed Value-Improvements:	\$879,690.00
General and Special Taxes:	
Billed:	\$13,872.63
Paid:	\$6,936.35
Unpaid:	\$6,936.28

2. As to Parcel A:
Assessment levied by Kennewick Irrigation District for the second half of the year 2022 in the sum of \$570.13, which shall become delinquent if unpaid after October 31, 2022. Please contact 509-586-9111 for further information.

3. As to Parcel A:
Reservations and Exceptions contained in Patent from the United States of America recorded February 16, 1961 under Auditor's [File No. 451098](#).

4. As to Parcel A:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Benton Rural Electrical Association
Purpose:	Electric Distribution Lines
Recording Date:	May 15, 1964
<u>Recording No.:</u>	<u>520465</u>

5. As to Parcel A:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Benton Rural Electrical Association
Purpose:	Electric Distribution Lines
Recording Date:	January 17, 1977
<u>Recording No.:</u>	<u>719080</u>

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

6. As to Parcel A:
Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on Short Plat 1401:

[Recording No: 896934](#)
7. As to Parcel A:
Irrigation Pond Maintenance and Easement Agreement and the Terms and Conditions thereof recorded October 19, 2009 under Auditor's [File No. 2009-31158](#).
8. As to Parcel A:
Utility Connection Annexation Covenant and Power of Attorney recorded January 4, 2011 under Auditor's [File No. 2011-325](#).
9. As to Parcel A:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Richland
Purpose: Waterline Easement
Recording Date: December 27, 2012
[Recording No.: 2012-40846](#)
10. As to Parcel A:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Benton County
Purpose: Temporary Construction Easement
Recording Date: April 18, 2019
[Recording No.: 2019-9652](#)

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

11. As to Parcel B:
General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- | | |
|------------------------------|------------------------|
| Year: | 2022 |
| <u>Tax Account No.:</u> | <u>122982020003004</u> |
| Levy Code: | R3 |
| Assessed Value-Land: | \$332,140.00 |
| Assessed Value-Improvements: | \$0.00 |
- General and Special Taxes:
- | | |
|---------|------------|
| Billed: | \$3,653.92 |
| Paid: | \$1,826.99 |
| Unpaid: | \$1,826.93 |
12. As to Parcel B:
Reservations and Exceptions contained in Patent from the United States of America recorded March 7, 1979 under Auditor's [File No. 785677](#).
13. As to Parcels B, C and D:
Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on Badger Heights Subdivision:
- Recording No: 317551
14. As to Parcel B and D:
Utility Easement as retained in Ordinance No. 08-865 recorded December 1, 2008 under Auditor's [File No. 2008-33748](#).

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

15. As to Parcel B:
Reservation by the State of Washington as contained in Quit Claim Deed recorded November 19, 2019 under Auditor's [File No. 2019-36437](#), as follows:

Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefore, the grantee herein, including successors or assigns, shall have no right of ingress and egress, to from or between SR 182 and the lands herein described, nor shall the grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway.

The Grantee herein, on behalf of itself and its successors or assigns, as part of this consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage runoff.

16. As to Parcel C:
General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2022
Tax Account No.:	122982020003012
Levy Code:	R3
Assessed Value-Land:	\$348,830.00
Assessed Value-Improvements:	\$522,990.00

General and Special Taxes:	
Billed:	\$9,594.20
Paid:	\$4,797.14
Unpaid:	\$4,797.06

17. As to Parcel C:
Reservations and Exceptions contained in Patent from the United States of America recorded June 12, 1956 under Auditor's [File No. 358324](#).

18. As to Parcel C:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Benton Rural Electrical Association
Purpose:	Right of Way Easement
Recording Date:	March 27, 1997
Recording No.:	97-6733

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

19. As to Parcel C:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Richland
Purpose: Utility Easement Deed
Recording Date: November 14, 1997
[Recording No.: 97-29112](#)
20. As to Parcel D:
General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- Year: 2022
[Tax Account No.: 122982020003018](#) PARENT PARCEL
Levy Code: R3
Assessed Value-Land: \$617,470.00
Assessed Value-Improvements: \$0.00
- General and Special Taxes:
- | | |
|---------|------------|
| Billed: | \$6,781.95 |
| Paid: | \$6,781.95 |
| Unpaid: | \$0.00 |
21. As to Parcel D:
Reservations and Exceptions contained in Patent from the United States of America recorded October 16, 1959 under Auditor's [File No. 425498](#).
22. As to Parcel D:
Reservations and Exceptions contained in Patent from the United States of America recorded July 27, 1978 under Auditor's [File No. 748677](#).
23. As to Parcel D:
Reservations and Easements contained in Deed from the State of Washington recorded November 24, 1992 under Auditor's [File No. 92-29438](#).

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

24. As to Parcel D:
Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Kurk Watts and Jacqueline Watts
Purpose: Ingress, Egress, Utility, Water, Sewer and Irrigation Easement
Recording Date: March 1, 2005
[Recording No.: 2005-6306](#)

25. As to Parcel D:
Irrigation and Utility Easement retained in Resolution No. 07-124, recorded March 6, 2007 under Auditor's [File No. 2007-6913](#).

END OF SCHEDULE B, PART II

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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;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) 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.

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(continued)

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) 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.
- (d) 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.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) 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.

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer