

Windermere Real Estate
Aberdeen
Attn: David Dagnen

ALTA Commitment

COMMITMENT FOR TITLE INSURANCE
Issued by Old Republic National Title Insurance Company

A-168469
Ref: Scofield-To Come

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Issued through the office of:
Grays Harbor Title Co.
PO BOX 386
Aberdeen WA 98520
#360-532-3851

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111
ORTIC 1613 (2006)

By

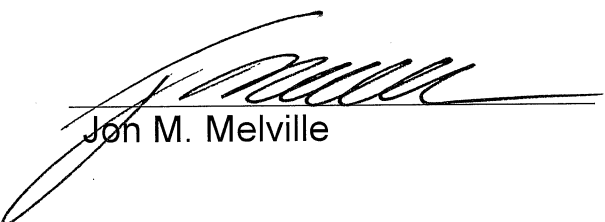
A handwritten signature in black ink, appearing to read "David Wald", is written over a circular embossed seal of the Old Republic National Title Insurance Company. The seal features a star around the perimeter and the letters "OR" in the center.

President

Attest

A handwritten signature in black ink, appearing to read "David Wald", is written below the circular embossed seal of the Old Republic National Title Insurance Company.

Secretary

A large, stylized handwritten signature in black ink, appearing to read "Jon M. Melville", is written over a horizontal line.
Jon M. Melville

GRAYS HARBOR TITLE COMPANY

219 W. MARKET, PO BOX 386
ABERDEEN, WA 98520

TELEPHONE (360) 532-3851
FAX (360) 532-0408

Agent for
Old Republic National Title Insurance Company
SCHEDULE A

To: **Windermere Real Estate**
Aberdeen
Attn: David Dagnen

1. Effective Date: **October 12, 2011 at 8:00 a.m.**

File Number: **A-168469**

2. Policy or policies to be issued:

Ref. No.: **Scotfield-To Come**

a. ☒ Owner's Policy

\$TO COME

Standard Owner's Policy to be issued: ☐ 2006 ALTA ☐ 1992

Proposed **TO COME**
Insured:

b. ☒ Loan Policy

\$TO COME

Extended Loan Policy to be issued: ☐ 2006 ALTA ☐ 1992

Proposed **TO COME**
Insured

c. ☐ Loan Policy

Loan Policy to be issued: ☐ 2006 ALTA ☐ 1992

Proposed
Insured

PREMIUM INFORMATION:

A. Short Term Rate	\$To Come	Tax: \$To Come	Total: \$To Come
B. Extended Simultaneous Rate	\$To Come	Tax: \$To Come	Total: \$To Come
C.	\$	Tax: \$	Total: \$

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

Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in::

CHRISTOPHER D. SCOFIELD and KELLY J. SCOFIELD, HUSBAND AND WIFE

5. The land referred to in this Commitment is situated in the County of **Grays Harbor**, State of Washington and is more fully described as follows:

See Exhibit A attached hereto and made a part hereof.

Jon M. Melville / ng

SCHEDULE B - SECTION I

Requirements:

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

NOTES TO CLOSER:

1. Requirements: Instruments creating the estate or interest to be insured must be approved and filed of record.
2. Requirements: 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.

INFORMATIONAL NOTE: Under law passed by the 1996 Washington State Legislature, a new format is required for documents submitted for recording after January 1, 1997. Under this standardization, certain information is required on the first page of each Contract, Deed, Deed of Trust, etc. For your information, therefore, Title Company provides the following information:

Assessor's Property Tax Parcel No.: 180835210010 and 180835210030
Abbreviated Legal Description: Ptn of the N 1/2 of the NW 1/4 of Sec. 35, T18N, R8W

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 and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- 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. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, natural gas or other utilities or garbage collection and disposal.
- G. Reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. 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.

SPECIAL EXCEPTIONS:

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.
(The excise rate is 1.53%)
- 2. Terms, covenants and conditions contained in Application for Current Use Classification, including liability for future taxes, rollbacks, penalties and interest upon breach of, or withdrawal from, said classification.
(Designated Forest Land)

CONTINUED

**SCHEDULE B - SECTION II
(Continued)**

3. Deed of Trust, to secure an indebtedness of \$200,000.00 including any interest, advances, or other obligations secured thereby;

Dated: April 6, 2010
 Recorded: April 9, 2010
 File No.: 2010-04090011
 Grantor: Christopher D. Scofield and Kelly J. Scofield, husband and wife
 Trustee: PRLAP Inc.
 Beneficiary: Bank of America, N.A.

4. Deed of Trust, to secure an indebtedness of \$52,000.00 including any interest, advances, or other obligations secured thereby;

Dated: October 23, 2008
 Recorded: November 12, 2008
 File No.: 2008-11120012
 Grantor: Christopher D. Scofield and Kelly Scofield
 Trustee: PRLAP, Inc.
 Beneficiary: Bank of America, NA

The lien of said Deed of Trust has been subordinated to the lien of the instrument recorded under File No. 2010-04090011, by Agreement

Recorded: April 9, 2010
 File No.: 2010-04090012

5. Reservations contained in instrument recorded August 7, 1882, in Volume "C" of Deeds on page 458, substantially as follows:

"Reserving a 400 feet strip extending through said premises, for railroad right-of-way."

6. Reservations contained in instrument recorded August 27, 1902, as Fee No. 6159, in Volume 66 of Deeds, page 144, substantially as follows:

"Reserving a 400 foot strip of land for railroad right-of-way."

7. Reservations contained in instrument recorded February 5, 1921, as Fee No. 120035, in Volume 144 of Deeds, page 614, substantially as follows:

"First party reserved to itself, successors and assigns, all oil, gases, coal, ores, mineral and fossils of every name and nature in or under said lands and right to enter, explore, mine and remove the same."

CONTINUED

SCHEDULE B - SECTION II
(Continued)

8. Easement, and the terms and conditions thereof;
 Recorded: November 30, 1926
 File No.: 206471, in Volume 167 of Deeds, page 610
 Grantee: James G. Burgess
 For: a perpetual water right and easement for the use of water and a pipe line for conveyance thereof from a spring located on a little South from the center of the Northeast Quarter of the Northwest Quarter of Parcel D, at which spring there is a reservoir now located together with right to connect with water pipe or line extending from said spring in a Northwesterly direction to the line of the Black Creek County Road; said water to be used for domestic purposes and the use of animals, but not for irrigation purposes; maintenance and upkeep expenses to be shared equally. Said right to be a covenant running with the land.

9. Agreement, and the terms and conditions thereof;
 Recorded: August 3, 1951
 File No.: 537004, in Volume 321 of Deeds, page 230
 Regarding: for the purpose of building a concrete reservoir for the mutual use of said parties, maintenance and upkeep to be shared equally by all parties; water to be used for ordinary Home purposes so long as such use does not interfere with the ample supply for each and all of said parties.

10. Reservations contained in instrument recorded October 10, 1977, under Auditor's File No. 112573, substantially as follows:

 "Reserving all oil, gases, coals, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described; or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and it also hereby expressly saves reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right to enter by itself, its agents, attorneys and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, minerals and fossils and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by it or its agents, servants and attorneys at any and all times to erect, construct, maintain and use all such building, machinery, roads and railroads, sink such shafts, remove such oil, and to remain on said lands or any part thereof, for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns, as aforesaid, generally, all rights and powers in, to and over, said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved."

11. Easement, and the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances , as granted by instrument;
 Recorded: March 2, 1979
 File No.: 144760
 To: Public Utility District No. 1 of Grays Harbor County, Washington

CONTINUED

SCHEDULE B - SECTION II
(Continued)

NOTE 1: 2011 taxes in the amount of \$2,388.64 are paid in full.
Tax Account No.: 180835210010
Affects: Parcel A

2011 taxes in the amount of \$30.50 are paid in full.
Tax Account No.: 180835210030
Affects: Parcel B

NOTE 2: To provide an extended coverage mortgage policy, General Exceptions A through D, inclusive, are hereby deleted.

NOTE 3: Mortgagee's Policy to issue will contain an 8.1 Endorsement.

NOTE 4: Mortgagee's Policy to issue will contain an Address Endorsement on the following described property:

402 Wynooche Valley Road
Montesano, WA 98563

NOTE 5: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.

END OF SCHEDULE 'B' - SECTION II

Exhibit A

PARCEL A:

That portion of the North Half of the Northwest Quarter of Section 35, Township 18 North, Range 8 West of the Willamette Meridian, lying Easterly of the Wynooche River;
EXCEPT that portion conveyed to Grays Harbor County for Wynooche Valley County Road by Deed dated July 1, 1925, recorded March 23, 1961 under Auditor's File No. 75549 and recorded in Volume 410 of Deeds, on page 350, records of Grays Harbor County;
ALSO EXCEPT Geissler County Road;
ALSO EXCEPT that portion lying between the Wynooche Valley County Road and the Wynooche River;
ALSO EXCEPT that portion deeded to Mike Hume Sr. and Arlene Hume by Statutory Warranty Deed dated October 27, 1978, recorded October 30, 1978, under Auditor's File No. 138296, records of Grays Harbor County;
Situate in the County of Grays Harbor, State of Washington.

PARCEL B:

Tract beginning at a point on the East line of Wynooche Valley County Road in the Southeast Quarter of the Northwest Quarter of Section 35, Township 18 North, Range 8 West of the Willamette Meridian, 102 feet Northerly from a culvert crossing said road;
Thence East 200 feet;
Thence North 104 feet;
Thence West 200 feet, more or less, to the Easterly line of said road;
Thence South to the point of beginning;
Situate in the County of Grays Harbor, State of Washington.

Grays Harbor Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Grays Harbor Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

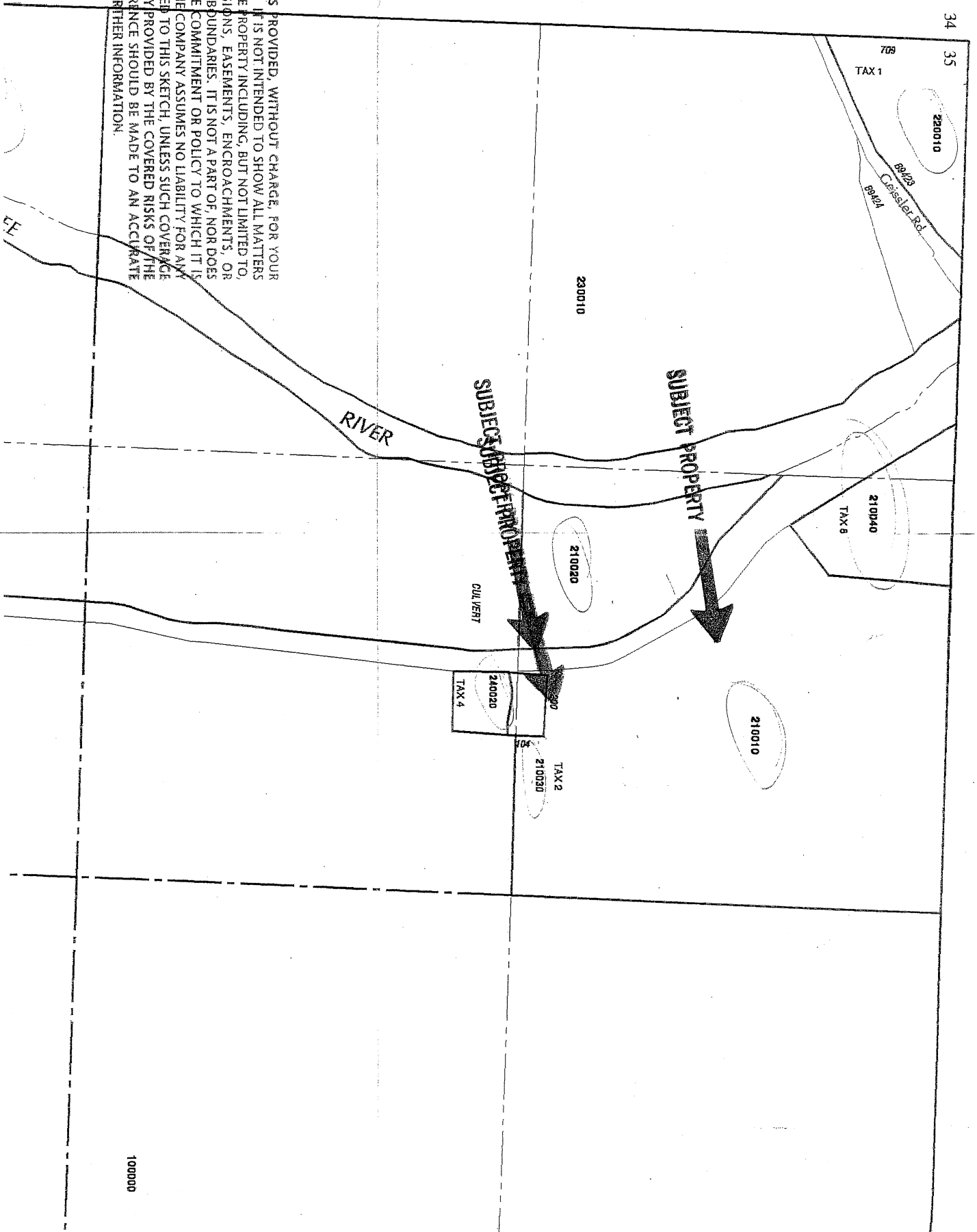
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.