Customer Reference No.
File No. 471567AM



AmeriTitle
101 W Fifth Ave., Ellensburg, WA 98926
Phone: (509)925-1477 Fax: (509)962-8325

Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer:

Mindy Cobb
127 E First St.
Cle Elum, WA 98922
Mindy.Cobb@ameritite.com
(509) 674-9797

Title Officer

Hannah Hall
101 W Fifth Ave.
Ellensburg, WA 98926
hannah.hall@amerititle.com
(509)925-1477

Email escrow closing documents to:

cleelum@amerititle.com

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In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer "Yes" to any of the following:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the principals?**
- **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver's license or other valid, government issued photo I.D.

NOTICE: Please be aware that, due to the conflict between federal and state laws concerning the legality of 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.

CHICAGO TITLE
INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE ISSUED
BY
CHICAGO 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 EXTRACONTRACTUAL 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 **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago Title Insurance Company]. 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[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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(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; [and]
(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.

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(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.

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.

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST President

Secretary

Issuing Agent: **AmeriTitle, LLC**

Countersigned: _____
Authorized Signatory

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Transaction Identification Data for reference only:
Issuing Agent: **AmeriTitle, LLC**
Issuing Office: 101 W Fifth Ave. Ellensburg, WA 98926
Customer Reference No.:
Issuing Office File Number: 471567AM
Property Address: NKA E Third St, Cle Elum, WA 98922

SCHEDULE A

1. Commitment date: **June 3, 2021 at 7:30 A.M.**

2. Policy to be issued:

(a) **2006 ALTA Owner's Policy** [X] **Standard Coverage** [ ] **Extended Coverage**

Rate: General

Proposed Policy Amount: **$1,000,000.00**
Premium: **$2,586.00**
Sales Tax: **$214.64**

Proposed Insured:

Jeffrey Stubbs and Adriana Stubbs

(b) **2006 ALTA Loan Policy** [ ] **Standard Coverage** [ ] **Extended Coverage**

Rate:

Proposed Policy Amount:
Premium: **$0.00**

Endorsements:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is: **FEE SIMPLE as to Tract 1, EASEMENT as to Tract 2**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

T.L.S. Limited Partnership, a Washington Limited Partnership

5. The Land is described as follows:

TRACT 1:

Parcel A of that certain Survey as recorded February 27, 1989, in Book 16 of Surveys, pages 6 and 7, under Auditor's File No. 518886, records of Kittitas County, Washington; being a portion of the West Half of the Southeast Quarter in Section 25, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington.

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TRACT 2:

Easements for roads designated as "Easement Q-1" and "Easement Q-3" as delineated on Book 16 of Surveys, pages 6 and 7, recorded February 27, 1989 under Auditor's File No. 518886; and on ROGALSKI SHORT PLAT, Kittitas County Short Plat No. SP-00-02, as recorded May 17, 2000 in Book F of Short Plats, Pages 98 and 99, under Auditor's File No. 200005170015; and on E. GUZZIE SHORT PLAT, Kittitas County Short Plat No. SP-00-01, as recorded June 22, 2000 in Book F of Short Plats, Pages 100 and 101, under Auditor's File No. 2000006220047; records of Kittitas County, State of Washington, being a portion of the Southeast Quarter of Section 25, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington.

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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. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Parcel A, Book 16 of Surveys, pgs 6 and 7, ptn of the W Half of the SE Quarter in Section 25, Township 20 N, Range 15 E, W.M.

7. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.

   To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.

8. The company will require a copy of statement of partnership and any amendments thereto be furnished to the company for the vestee named herein.

9. The interest of the proposed insured will be subject to the community interest of the spouse or domestic partner, if married or in a domestic partnership at date of acquiring said interest, and further subject to matters which the records may disclose against the name of said spouse or domestic partner.

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NOTES

A. Any map or sketch enclosed as an attachment herewith is furnished for informational 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.

B. Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

C. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.

D. According to the available County Assessor's Office records or information provided to the company, the purported address of said Land is:

NKA E Third St, Cle Elum, WA 98922

E. We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Hannah Hall, whose direct line is (509) 925-1477, and your Escrow Officer is Mindy Cobb, whose direct line is (509) 674-9797.

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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:

1. 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.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. 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
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

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10. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

    Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: http://taxsifter.co.kittitas.wa.us or call their office at (509) 962-7535.

    Tax Year: 2021
    Tax Type: County
    Total Annual Tax: $3,248.08
    Tax ID #: 063034
    Taxing Entity: Kittitas County Treasurer
    First Installment: $1,624.04
    First Installment Status: Paid
    First Installment Due/Paid Date: April 30, 2021
    Second Installment: $1,624.04
    Second Installment Status: Due
    Second Installment Due/Paid Date: October 31, 2021

11. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.

12. Possibility of tap or connection charges levied by the City of Cle Elum, Washington, with respect to connection to either the city water or sewer facilities, notice of which is given by instrument recorded April 15, 1994, in Volume 353, page 1003, under Kittitas County Auditor's File No. 569881.

13. Liens, levies and assessments of the Town (now City) of Cle Elum.

14. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from The Northern Pacific Coal Company.
    Recorded: November 30, 1898
    Book: "X" of Deeds, Page 458
    The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

15. Any rights, interests, or claims which may exist or arise by reason of the following matters(s) disclosed by survey,
    Recorded: February 27, 1989
    Book: 16 of Surveys Page: 6 and 7
    Instrument No.: 518886
    Matters shown:
    a) Easements shown thereon
    b) Location of pond
    c) Notes contained thereon

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16. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Purpose: Easements Q-1 and Q-3. Easement Q-1 and Q-3 are each 60 feet in width, 30 feet on each side of the centerline as delineated on that certain Survey recorded under Kittitas County Auditor's File No. 518886, records of Kittitas County, Washington.
Recorded: January 28, 1994
Instrument No.: 567492
Book 350, Page 2010
Affects: Said premises and other land

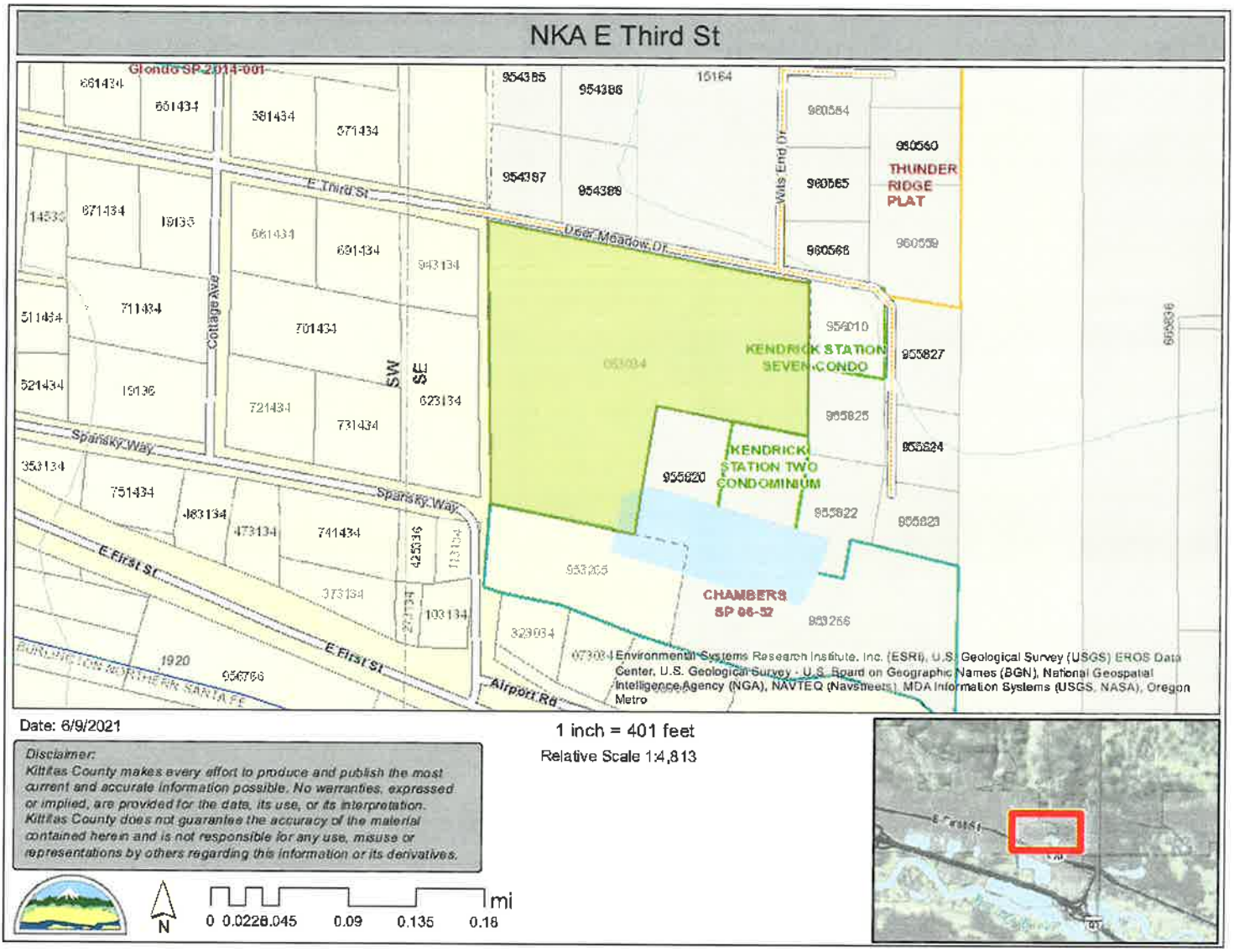
    We note that the purpose of said easements are not described on the document.

17. Proof that is an entity capable of holding title. The effect of the failure of said vestee to hold title in the event said proof cannot be furnished.

END OF SCHEDULE B

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NKA E Third St
Glondo SP-2014-001
E Third St
Deer Meadow Dr
Wills End Dr
Cottage Ave
SW
SE
Sparrskyz Way
E First St
Airport Rd
BURLINGTON NORTHERN SANTA FE
THUNDER RIDGE PLAT
KENDRICK STATION SEVEN CONDO
KENDRICK STATION TWO CONDOMINIUM
CHAMBERS SP 06-52
Environmental Systems Research Institute, Inc. (ESRI), U.S. Geological Survey (USGS) EROS Data Center, U.S. Geological Survey - U.S. Board on Geographic Names (BGN), National Geospatial Intelligence Agency (NGA), NAVTEQ (Navstreets), MDA Information Systems (USGS, NASA), Oregon Metro
Date: 6/9/2021
1 inch = 401 feet
Relative Scale 1:4,813
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