

June 24, 2022



File No.: Pre-SM-2120
Buyer/Borrower: Tentative
Seller: Chad William Shaw
Property Address: 443 Ruud Road, East Wenatchee, WA 98802
Abbreviated Legal: Property 1:
Lot 126 Badger Mountain, Division B, Douglas County



Escrow Team:
Sarah Mendiguren smendiguren@nmtitlegroup.com
Cynthia Lopez clopez@nmtitlegroup.com
Chelsea C. Beckmann cbeckmann@nmtitlegroup.com

Title Team:
Erin Bowen ebowen@nmtitlegroup.com
Tanya Joya-Garcia tjoyagarcia@nmtitlegroup.com



Owner's Policy Premium without sales tax \$249.00
Owner's Policy Premium with sales tax \$270.41
Loan Policy Premium without sales tax \$ _____
Loan Policy Premium with sales tax \$ _____

Wenatchee Office and Title Only Files Sales Tax = 8.6%

Leavenworth Office Sales Tax = 8.5%

Chelan Office Sales Tax = 8.3%



RON (Remote Online Notary):

E-Signed Documents are required to be submitted to the title officer, Erin Bowen, 24 hours prior to the anticipated recording date for review.



Recording Information:

- Our office e-records all documents in both Chelan and Douglas County with only a handful of exceptions. Please note that the fee to e-record is \$5.43 per document which will be added to the recording fees.
- To avoid delays at closing, documents must be delivered at least one hour prior to our 3:00 pm recording cut-off time for document preparation and review.
- Any excise or recording checks submitted with recording packages must be made out to North Meridian Title and Escrow LLC.
- *Title Only Release:* please email recording@nmtitlegroup.com or call the recording desk at (509) 662-4721.

If you have any questions regarding this file, please do not hesitate to contact us. We look forward to working with you on this transaction.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

By:

Fidelity National Title Insurance Company

Erin Bowen

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

Authorized Signatory
Erin Bowen
North Meridian Title and Escrow, LLC 1042216
701 North Chelan Avenue
Wenatchee, WA 98801
Tel: (509) 662-4721
Fax: (509) 663-3758

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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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ALTA Commitment for Title Insurance 8-1-16

AMERICAN
LAND TITLE
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FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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; 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.

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COMMITMENT FOR TITLE INSURANCE

- (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.

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.

- 9. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent: North Meridian Title and Escrow, LLC
 Issuing Office: 701 North Chelan Avenue, Wenatchee, WA 98801
 ALTA® Universal ID: 1053446
 Loan ID Number:
 Issuing Office File Number: Pre-SM-2120
 Commitment Number: Pre-SM-2120
 Revision Number:
 Property Address: 443 Ruud Road, East Wenatchee, WA 98802

SCHEDULE A

1. Commitment Date: 06/16/2022 at 5:00 PM

2. Policy or Policies to be issued:

Rate Type: Basic	AMOUNT	PREMIUM	TAX	TOTAL
a. ALTA Owner's Policy	\$10,000.00	\$249.00	\$21.41	\$270.41

PROPOSED INSURED: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: fee simple

4. Title to the fee simple estate or interest in said Land is at the effective date hereof vested in:

Chad William Shaw, presumptively subject to the community interest of his/her spouse, if married on April 18, 2022, date of acquiring title

5. The Land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Countersigned:

Erin Bowen

Authorized Signatory

Erin Bowen

North Meridian Title and Escrow, LLC 1042216

701 North Chelan Avenue

Wenatchee, WA 98801

Tel: (509) 662-4721

Fax: (509) 663-3758

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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. The Company requires the proposed insured to verify that the land covered by this commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
6. 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.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known to the Company.
8. E-Signed Documents are required to be submitted to the title officer on the file 24 hours prior to the anticipated recording date for review.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.
The rate of real estate excise tax to a sale on or after 1/1/2020 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: 0.25% on the entire sales price.

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Pursuant to RCW 82.45.180, in addition to real estate excise tax collected by the Douglas County Treasurer, a filing fee of \$5.00 will be collected on all taxable transactions. A filing fee of \$10.00 will be collected on all nontaxable transactions, and on all transactions wherein the calculated tax payment is less than \$5.00. Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. 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). For more information see dor.wa.gov/reet.

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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. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate or complete land survey of the Land.
3. Easements, prescriptive rights, rights of way, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
6. 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.
7. Unpatented mining claims, and all rights, relating thereto.
8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
10. Water rights, claims or title to water.
11. 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.
12. Right of the public to make necessary slopes for cuts or fills upon the land herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

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13. EASEMENT and the terms and conditions thereof affecting a portion of said premises for Electric Transmission and Distribution Line recorded as document #107782 in the [official records](#) .
14. EASEMENT and the terms and conditions thereof affecting a portion of said premises for Telephone and Telegraph recorded as document #126967 in the [official records](#) .
15. COVENANTS, CONDITIONS, RESTRICTIONS imposed by instrument recorded as document #168495 in the [official records](#) , amended as document #284926 in the [official records](#) and as document #289735 in the [official records](#) but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
This policy does not insure that the land described in Schedule A is benefited by easements, covenants or other appurtenances set forth in said instrument to benefit or burden real property outside the boundaries of said land.
16. AGREEMENT regarding Grazing Leases and the terms and conditions thereof recorded as document #168051 in the [official records](#) .
17. EASEMENTS and the terms and conditions thereof affecting a portion of said premises for Ingress, Egress and Utilities recorded as document #169531 in the [official records](#) , as document #169532 in the [official records](#) and as document #169533 in the [official records](#) .
18. All COVENANTS, CONDITIONS, RESTRICTIONS, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, reservations, easements or other servitudes, if any, disclosed by Badger Mountain Division B recorded as document #171000 in the [official records](#) .
This policy does not insure that the land described in Schedule A is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.
19. EASEMENT and the terms and conditions thereof affecting a portion of said premises for Telephone Lines recorded as document #215927 in the [official records](#) .
20. EASEMENTS and the terms and conditions thereof affecting a portion of said premises for Roads recorded as document #265020 in the [official records](#) and as document #291494 in the [official records](#) .
21. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon the land; and rights of tenants to remove trade fixtures at the expiration of the term.
22. General property taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency. These charges may also include irrigation charges, federal fire patrol charges, storm water charges, and other local assessments:
(1st half delinquent on May 1; 2nd half delinquent on November 1)
Tax Account No.: 44800012600
Year: 2022
First Half: \$135.75
Second Half: \$135.75
Amount Paid: \$271.50

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Total Due: \$0.00

The land is situated within the boundaries of local taxing authority of 248, with a land use code of 99.

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INFORMATIONAL NOTES

1. In the past 24 months, title was acquired by vestee herein by deed recorded on April 26, 2022 as document #3254462 in the [official records](#) . Prior conveyance(s) are as follows:
 1. Deed, recorded on February 9, 1995 as document #302413 in the [official records](#)
2. Title will be vested in parties yet to be disclosed. When title is vested, their title will be subject to matters of record against their names.
3. The Company has been asked to issue an owner's policy without disclosure of the liability amount. This commitment shall be effective only when the amount of the policy committed for has been inserted in Schedule A hereof. The forthcoming policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner. The Company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
4. Based on information provided to the Company, on the date of this commitment, it appears the property address(es) is/are:
Known as: 443 Ruud Road, East Wenatchee, WA 98802
5. The Douglas County Assessor's tax rolls disclose the current assessed values as follows:
Land: \$28,400.00
Improvements: \$0.00
Total: \$28,400.00
6. If you would like the Company to act as trustee in the proposed deed of trust, please note that "North Meridian Title and Escrow LLC" may act as trustee of a deed of trust under RCW 61.24.010(1).
7. Any sketch or map attached here to 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 of 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.
8. **RECORDING INFORMATION:** Our office now e-records all documents with both Chelan and Douglas Counties. Please note that the fee to e-record is \$5.43 per document which will be added to the recording fees. To avoid delays at closing, documents must be delivered at least one hour prior to our 3:00 pm recording cut-off time for document preparation and review and any excise or recording checks submitted with recording packages must be

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COMMITMENT FOR TITLE INSURANCE

made out to North Meridian Title and Escrow LLC. Please contact the title department for recording cutoff times if documents are not to be e-recorded.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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.

ALTA Commitment for Title Insurance 8-1-16

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

EXHIBIT A Property Description

Issuing Office File No.: Pre-SM-2120

Lot 126 Badger Mountain, Division B, Douglas County, Washington, according to the plat thereof recorded in volume C of Plats, Page 87, records of said County.

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