

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas 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, 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 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.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

*[Handwritten signature]*

Authorized Countersignature

Central Washington Title Services, Inc.

Company

Wenatchee, WA

City, State



*[Handwritten signature]*

Senior Chairman of the Board

*[Handwritten signature]*

Chairman of the Board

*[Handwritten signature]*

President

**Central Washington Title Services, Inc.**

P.O. Box 4680 ♦ 1205 North Wenatchee Avenue ♦ Wenatchee, WA 98807

Phone 509-665-9800 ♦ Fax 509-667-8400

Title Officer: Steven T. Moore  
Reference: 11305

Escrow Officer: Robin Sherman  
Order Number: 11305

**SCHEDULE A**

1. **Effective Date:** May 3, 2008 at 8:00 a.m.

2. **Policy Or Policies To Be Issued:**

( X ) ALTA OWNER'S POLICY, (6/17/06)  
( X ) STANDARD ( ) EXTENDED

**Amount:** TO BE DETERMINED  
**Premium:**  
**Tax:**  
**Total:** \$ 0.00

( ) ALTA LOAN POLICY (6/17/06)

**Amount:**  
**Premium:**  
**Tax:**  
**Total:** \$ 0.00

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

FEE SIMPLE ESTATE

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Jon Port, as his separate estate

5. **The land referred to in this commitment is described as follows:**

Lot 22, Windsong, Chelan County, Washington, according to the plat thereof, recorded in Volume 30 of Plats, Page 27 and 28.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B**  
**Part I**

**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. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions, as follows:
  - (1) Rights or claims of parties in possession not shown by the public records.
  - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
  - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - (4) 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.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

**SPECIAL EXCEPTIONS FOLLOW**

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
Part I**

**SPECIAL EXCEPTIONS**

1. Rights and liabilities under customary agreement for water right in Millerdale Irrigation District including the restriction of the use of said water to irrigation, stock, and domestic purposes, the granting of an easement for lateral ditches and pipelines uses in connection therewith, and the creation of a lien upon the land for assessments therein, as disclosed by various instruments of record.
2. Waiver and relinquishment of all claims for damages against any governmental authority with may be occasioned to the adjacent land by the established construction, drainage and maintenance of public roads, as contained in the plat herein.
3. Right of the public to make necessary slopes for cuts or fills upon said premises in the original reasonable grading of streets, avenues, alleys and roads, as dedication in the plat.
4. Restrictions, conditions, dedications, notes, easements and provisions delineated and/or described on the plat recorded in Volume 30 of Plats at page(s) 27 and 28 in Chelan County, Washington.
5. Dedications, notes and/or restrictions contained on the face of the plat, substantially as follows:

Commercial activities associated with the adjacent orchard lands may occur for limited duration.

6. Easement as delineated on the face of the plat:  
Purpose: Utilities  
Affects: A portion of said premises and other property
7. Terms and conditions of "Water and/or Sewer Connection Agreement":  
Recorded: October 18, 1995  
Recording No.: 9510190003
8. Easement, including terms and provisions contained therein:  
Recorded: October 5, 2004  
Recording No.: 2184707  
In favor of: Public Utility District No. 1 of Chelan County  
For: Electric transmission and/or distribution system  
Affects: A portion of said premises and other property

9. Easement, including terms and provisions contained therein:  
 Recorded: December 14, 2005  
 Recording No.: 2216553  
 In favor of: Public Utility District No. 1 of Chelan County  
 For: Underground Utilities  
 Affects: A portion of said premises and other properties
10. Covenants, conditions, restrictions, easements and assessments, if any, (but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant [a] is exempt under Chapter 42, Section 3607 of the United States code or [b] relates to handicap but does not discriminate against handicapped persons) contained in instrument:  
 Recorded: June 9, 2006  
 Auditor's File No.: 2229234
11. Assessment for "Out of District" Wenatchee Reclamation District Irrigation Water, as disclosed by various instruments of record.
12. Deed of Trust and the terms and conditions thereof:  
 Grantor: Jon R. Port, as his separate estate  
 Trustee: Central Washington Title Services, Inc.  
 Beneficiary: Mortgageit, Inc.  
 Amount: \$150,000.00  
 Dated: December 12, 2006  
 Recorded: December 26, 2006  
 Recording No.: 2245356
13. General taxes. The first half becomes delinquent after April 30<sup>th</sup>. The second half becomes delinquent after October 31<sup>st</sup>.  
 Year: **2008**  
 Amount billed: \$1,996.76  
 Amount paid: \$998.38  
 Amount due: \$998.38, plus interest and penalty, if delinquent  
 Tax Parcel No.: 22 20 15 941 220
14. Lien of the Real Estate Excise Sales Tax and surcharge upon any sale of said premises, if unpaid. As of the date herein, the Excise Tax rate for City of Wenatchee is 1.78%.

THIS  
 WILL BE  
 PAID OFF  
 BY SELLER  
 AT CLOSING

**END OF SPECIAL EXCEPTIONS**

**NOTES:**

NOTE: All matters regarding extended coverage have been cleared for mortgagee's policy. Exception C shown in Schedule B herein will be omitted in said extended coverage mortgagee's policy.

Address of property:

651 Gehr Street  
Wenatchee, WA 98801

