

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**622-167942**  
**Amendment 2 - Update,**  
**Revise Legal & Update**  
**Excs per BLA**

## 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 Amount of Insurance 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:

Phil Archer  
Authorized Officer or Agent

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**CHICAGO TITLE COMPANY OF WASHINGTON**

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Luke Bennier Chicago Title Company of Washington 655 W. Columbia Way, Suite 200 Vancouver, WA 98660 Phone: 360-624-1046 Fax: 877-675-5393 Main Phone: (360)696-0551 Email: Luke.Bennier@fnf.com	Escrow Officer: Mark Korpela Chicago Title Company of Washington 4601 NE 77th Ave., Suite 120 Vancouver, WA 98662-6730 Phone: 360-258-2053 Fax: 866-656-5796 Main Phone: (360)975-6795 Email: Mark.Korpela@ctt.com

**Order Number: 622-167942**

**SCHEDULE A**

1. Commitment Date: April 25, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021 w-WA Mod
    - Proposed Insured: D.R. Horton, Inc. - Portland, a Delaware corporation
    - Proposed Amount of Insurance: \$5,760,000.00
    - The estate or interest to be insured: Fee Simple
    - Premium: \$ 11,268.00
    - Tax: \$ 980.32
    - Rate: Owner Short Term Extended
    - Total: \$ 12,248.32
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - A5 Partners, LLC., 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

**For APN/Parcel ID(s): 50650 (Portion), 506520100 (Portion), 5065201 (Portion), 506520300 (Portion), 506520400 (Portion) and 506520500 (Portion)**

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Parcel I:

All of those Lots 1 and 2 of that Lewis River Tracts Short Plat, recorded in Book 8, Page 53 recorded November 23, 1994, records of Cowlitz County, Washington, being a portion of the John S. Bozarth Donation Land Claim in Section 18, Township 5 North, Range 1 East of the Willamette Meridian, City of Woodland, Cowlitz County, Washington;

TOGETHER WITH a tract of land being a portion of said Bozarth Donation Land Claim, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1 at an angle point of the southerly right of way of Lewis River Road;

Thence along said right of way North 01°21' 10" East for a distance of 31.31 feet;

Thence continuing along said right of way South 74°42'02" West for a distance of 86.43 feet;

Thence along a curve to the left having a radius of 5,709.58 feet, a long chord bearing South 73°46'50" West for a chord distance of 183.36 feet;

Thence South 1°09'33" West for a distance of 31.67 feet to an angle point of that stormwater easement as recorded on December 29th, 2006 under Auditor's File Number 3321981;

Thence along said westerly easement line South 01°09'33" West for a distance of 375.73 feet;

Thence continuing along said westerly easement line South 00°30'10" West for a distance of 23.12 feet to the aforesaid 100 year base flood line;

Thence along said flood line North 85°59'15" East for a distance of 257.02 feet to a point on the westerly line of said Lot 1;

Thence along said westerly line North 01°21' 10" East for a distance of 455.30 feet to the Point of Beginning.

EXCEPT for those portions of said Lots 1 and 2 lying southerly of the 100 year base flood line as determined from the FEMA Map #53015C0886G effective date December 16th, 2015.

Parcel II:

Lot 3 of that Lewis River Tracts Short Plat, recorded in Book 8, Page 53, records of Cowlitz County, Washington, being a portion of the John S. Bozarth Donation Land Claim in Section 18, Township 5 North, Range 1 East of the Willamette Meridian, recorded November 23, 1994, recorded under Auditor's File No. 941123015, records of Cowlitz County, Washington.

Except for that portion of said parcel lying southerly of the 100 year base flood line as determined from the FEMA Map #53015C0886G effective date December 16th, 2015.

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**EXHIBIT "A"**  
Legal Description

Parcel III:

A tract of land being a portion of the John S. and Asenath Bozarth Donation Land Claim in Section 18, Township 5 North, Range 1 East of the Willamette Meridian, Cowlitz County, Washington, more particularly described as follows:

Commencing at the northeast corner of that City of Woodland park as surveyed by John Barbieri in that survey recorded in Volume 9, Page 212, recorded on November 3rd, 1989, records of said County, said point marked with a 1/2 inch iron rod and cap;

Thence along the easterly line of that Lot 4 of that Lewis River Tracts Short Plat, recorded in Book 8, Page 53, records of said county, North 01°21'10" East for a distance of 337.60 feet to a point on the 100 year base flood line as determined from the FEMA Map #530I5C0886G effective date December 16th, 2015 and the Point of Beginning;

Thence along said 100 year base flood line North 77°11'35" East for a distance of 56.83 feet to a point on the westerly line of that gas easement as recorded under Auditor's File Number 737199;

Thence along said gas easement North 20°44'41" West for a distance of 473.67 feet to a point on the southerly right of way line of Lewis River Road;

Thence along said southerly right of way line along a non-tangent curve to the right with a radius of 5,788.45 feet and a chord bearing South 80°52'01" West for a chord distance of 54.90 feet;

Thence along the westerly line of said Lot 4 South 18°25'59" East for a distance of 163.46 feet;

Thence continuing along said westerly line South 01°21'10" West for a distance of 319.69 feet to a point on said 100 year base flood line;

Thence along said 100 year base flood line North 77°11'35" East for a distance of 125.54 feet to the Point of Beginning.

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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. 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. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. This item intentionally deleted.
9. Possible matters relating to General Exceptions A, B, C and D herein in connection with any extended coverage policy shown in Schedule A to be issued. Adverse matters, if any, will be shown in a supplemental report to this commitment and will be shown as special exceptions in any policy to be issued unless cleared to the satisfaction of the Company.
10. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.
11. 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)

12. 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: A5 Partners, 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.

13. This item intentionally deleted.

14. 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.

15. It is our understanding that the parties to the transaction intend to change or modify the legal description of the Land prior to or at closing. The appropriate documentation to alter the legal description of the Land must be furnished to the Company for review prior to recording. No insurance of the new legal description will be provided until the alteration [or change or modification or any combination of the three] has been approved by the appropriate municipal entity and/or County and the appropriate documentation has been recorded.

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

**END OF REQUIREMENTS**

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**SCHEDULE B, PART I - Requirements**  
(continued)

**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 Company finds no matters against the name(s) of D.R. Horton, Inc. - Portland in the Public Records which would appear as exceptions in the policy.

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

Parcel I:

Lot 1:  
1910 Lewis River Rd.  
Woodland, WA 98674

Lot 2:  
1920 Lewis River Rd.  
Woodland, WA 98674

Lot 3:  
1930 Lewis River Rd.  
Woodland, WA 98674

Lot 4:  
1940 Lewis River Rd.  
Woodland, WA 98674

Parcel II:

(Vacant land)

Parcel III:

(Vacant land)

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CHICAGO TITLE COMPANY OF WASHINGTON

**SCHEDULE B, PART I - Requirements**  
(continued)

Note D: NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

Standard Coverage:	\$7,839.00
Sales tax:	\$681.99
Extended coverage surcharge:	\$3,429.00
Sales tax on surcharge:	\$298.32

TOTAL PREMIUM, INCLUDING TAX: \$12,248.32

Note E: Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Triangle Holdings, LLC, an Oregon limited liability company
Grantee:	A5 Partners, LLC, a Washington limited liability company
Recording Date:	July 24, 2023
Recording No.:	3737821

Note F: 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:

Portion of Lots 1, 2, 3, and 4 of Short Plat, 8/53, and portion of tax lots WDOL 170D-1 and 168, J.S. Bozarth DLC, Section 18, Township 5 North, Range 1 East  
Tax Account No.: 50650 (Portion), 506520100 (Portion), 5065201 (Portion), 506520300 (Portion), 506520400 (Portion) and 506520500 (Portion)

Note G: 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.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Note H: The recording fee (per document) is currently:  
Deed \$303.50 plus \$1.00 for each additional page  
Deed of Trust \$304.50 plus \$1.00 for each additional page

Note: When possible, the company will record electronically. An additional fee of \$4.25 plus sales tax applies to each document recorded electronically.

Note: A multiple transaction document incurs an additional fee for each additional title.

Note: A document which fails to conform to certain formatting and page one requirements incurs an additional \$50.00 fee.

RECORDING FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Please send all recording packages to:  
Recording Department  
655 W. Columbia Way, Suite 200  
Vancouver, WA 98660

Please email all releases to:  
ClarkWArecordings@fnf.com

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

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.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

SPECIAL EXCEPTIONS

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

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

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 \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% 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 <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). 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).

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CHICAGO TITLE COMPANY OF WASHINGTON

**SCHEDULE B, PART II - Exceptions**  
(continued)

2. 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:

Year: 2024  
Tax Account No.: 5065201  
School District/Levy Code: 900  
Assessed Total: \$73,300.00  
Millage Rate: 7.422838

General and Special Taxes:

First Half Billed: \$281.96  
Second Half Billed: \$281.90  
Unpaid: \$0.00  
Affects: Portion of said premises and other property (Note: The County Assessor's Office has not yet made tax lot/account updates pursuant to that Boundary Line Adjustment Deed under recording no. 3750993)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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:

Year: 2024  
Tax Account No.: 506520300  
School District/Levy Code: 900  
Assessed Total: \$73,300.00  
Millage Rate: 7.422838

General and Special Taxes:

First Half Billed: \$281.90  
Second Half Billed: \$281.83  
Unpaid: \$0.00  
Affects: Portion of said premises and other property (Note: The County Assessor's Office has not yet made tax lot/account updates pursuant to that Boundary Line Adjustment Deed under recording no. 3750993)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

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:

Year: 2024  
Tax Account No.: 506520400  
School District/Levy Code: 900  
Assessed Total: \$73,300.00  
Millage Rate: 7.422838

General and Special Taxes:

First Half Billed: \$281.89  
Second Half Billed: \$281.82  
Unpaid: \$0.00

Affects: Portion of said premises and other property (Note: The County Assessor's Office has not yet made tax lot/account updates pursuant to that Boundary Line Adjustment Deed under recording no. 3750993)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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:

Year: 2024  
Tax Account No.: 506520500  
School District/Levy Code: 900  
Assessed Total: \$73,300.00  
Millage Rate: 7.422838

General and Special Taxes:

First Half Billed: \$281.92  
Second Half Billed: \$281.85  
Unpaid: \$0.00

Affects: Portion of said premises and other property (Note: The County Assessor's Office has not yet made tax lot/account updates pursuant to that Boundary Line Adjustment Deed under recording no. 3750993)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

*This page is only a part of a 2021 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; 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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CHICAGO TITLE COMPANY OF WASHINGTON

**SCHEDULE B, PART II - Exceptions**  
(continued)

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:

Year: 2024  
Tax Account No.: 50650  
School District/Levy Code: 900  
Assessed Total: \$289,090.00  
Millage Rate: 7.422838

General and Special Taxes:

First Half Billed: \$1,086.43  
Second Half Billed: \$1,086.36  
Unpaid: \$0.00

Affects: Portion of said premises and other property (Note: The County Assessor's Office has not yet made tax lot/account updates pursuant to that Boundary Line Adjustment Deed under recording no. 3750993)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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:

Year: 2024  
Tax Account No.: 506520100  
School District/Levy Code: 900  
Assessed Total: \$106,410.00  
Millage Rate: 7.422838

General and Special Taxes:

First Half Billed: \$408.42  
Second Half Billed: \$408.37  
Unpaid: \$0.00

Affects: Portion of said premises and other property (Note: The County Assessor's Office has not yet made tax lot/account updates pursuant to that Boundary Line Adjustment Deed under recording no. 3750993)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. This item intentionally deleted.
4. Assessments, if any, levied by the city of Woodland.

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**CHICAGO TITLE COMPANY OF WASHINGTON**

**SCHEDULE B, PART II - Exceptions**  
(continued)

5. Terms, covenants, and provisions of that Easement Agreement:

Recording Date: December 29, 2006  
Recording No.: 3321981

6. Terms, covenants, and provisions of that Easement Agreement:

Recording Date: December 12, 2006  
Recording No.: 4259414 (of Clark County records)

7. This item intentionally deleted.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY  
Purpose: Transmission of electric energy, including communication facilities  
Recording Date: September 17, 1952  
Recording No.: 388821

9. This item intentionally deleted.

10. This item intentionally deleted.

11. This item intentionally deleted.

12. This item intentionally deleted.

13. This item intentionally deleted.

14. This item intentionally deleted.

15. 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:

Recording No: Book 8, Page 53  
Affects: Portion of said premises and other property

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**SCHEDULE B, PART II - Exceptions**  
(continued)

16. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
17. Boundary Line Adjustment Deed:
- Recording Date: May 1, 2024  
Recording No.: 3750993

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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.

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(continued)

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED**

**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 December 1, 2023

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 these 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.
- To provide reviews and testimonials about our services, with your consent.

### **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 affiliated or 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 affiliated or nonaffiliated third parties 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 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**

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 Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: [aginqueries@ag.state.nv.us](mailto:aginqueries@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 Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **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 or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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

## EXHIBIT "A"

Order No.: 622-167942

For APN/Parcel ID(s): **50650 (Portion), 506520100 (Portion), 5065201 (Portion), 506520300 (Portion), 506520400 (Portion) and 506520500 (Portion)**

---

Parcel I:

All of those Lots 1 and 2 of that Lewis River Tracts Short Plat, recorded in Book 8, Page 53 recorded November 23, 1994, records of Cowlitz County, Washington, being a portion of the John S. Bozarth Donation Land Claim in Section 18, Township 5 North, Range 1 East of the Willamette Meridian, City of Woodland, Cowlitz County, Washington;

TOGETHER WITH a tract of land being a portion of said Bozarth Donation Land Claim, more particularly described as follows:

Beginning at the Northwest corner of said Lot 1 at an angle point of the southerly right of way of Lewis River Road;

Thence along said right of way North 01°21'10" East for a distance of 31.31 feet;

Thence continuing along said right of way South 74°42'02" West for a distance of 86.43 feet;

Thence along a curve to the left having a radius of 5,709.58 feet, a long chord bearing South 73°46'50" West for a chord distance of 183.36 feet;

Thence South 1°09'33" West for a distance of 31.67 feet to an angle point of that stormwater easement as recorded on December 29th, 2006 under Auditor's File Number 3321981;

Thence along said westerly easement line South 01°09'33" West for a distance of 375.73 feet;

Thence continuing along said westerly easement line South 00°30'10" West for a distance of 23.12 feet to the aforesaid 100 year base flood line;

Thence along said flood line North 85°59'15" East for a distance of 257.02 feet to a point on the westerly line of said Lot 1;

Thence along said westerly line North 01°21'10" East for a distance of 455.30 feet to the Point of Beginning.

EXCEPT for those portions of said Lots 1 and 2 lying southerly of the 100 year base flood line as determined from the FEMA Map #530I5C0886G effective date December 16th, 2015.

Parcel II:

Lot 3 of that Lewis River Tracts Short Plat, recorded in Book 8, Page 53, records of Cowlitz County, Washington, being a portion of the John S. Bozarth Donation Land Claim in Section 18, Township 5 North, Range 1 East of the Willamette Meridian, recorded November 23, 1994, recorded under Auditor's File No. 941123015, records of Cowlitz County, Washington.

## EXHIBIT "A"

(continued)

Except for that portion of said parcel lying southerly of the 100 year base flood line as determined from the FEMA Map #53015C0886G effective date December 16th, 2015.

Parcel III:

A tract of land being a portion of the John S. and Asenath Bozarth Donation Land Claim in Section 18, Township 5 North, Range 1 East of the Willamette Meridian, Cowlitz County, Washington, more particularly described as follows:

Commencing at the northeast corner of that City of Woodland park as surveyed by John Barbieri in that survey recorded in Volume 9, Page 212, recorded on November 3rd, 1989, records of said County, said point marked with a 1/2 inch iron rod and cap;

Thence along the easterly line of that Lot 4 of that Lewis River Tracts Short Plat, recorded in Book 8, Page 53, records of said county, North 01°21'10" East for a distance of 337.60 feet to a point on the 100 year base flood line as determined from the FEMA Map #53015C0886G effective date December 16th, 2015 and the Point of Beginning;

Thence along said 100 year base flood line North 77°11'35" East for a distance of 56.83 feet to a point on the westerly line of that gas easement as recorded under Auditor's File Number 737199;

Thence along said gas easement North 20°44'41" West for a distance of 473.67 feet to a point on the southerly right of way line of Lewis River Road;

Thence along said southerly right of way line along a non-tangent curve to the right with a radius of 5,788.45 feet and a chord bearing South 80°52'01" West for a chord distance of 54.90 feet;

Thence along the westerly line of said Lot 4 South 18°25'59" East for a distance of 163.46 feet;

Thence continuing along said westerly line South 01°21'10" West for a distance of 319.69 feet to a point on said 100 year base flood line;

Thence along said 100 year base flood line North 77°11'35" East for a distance of 125.54 feet to the Point of Beginning.