

COMMITMENT FOR TITLE INSURANCE



1159 14th Avenue
Longview, WA 98632
Phone: 360-423-5330 Fax: 360-425-0942

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore President



Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

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;
 - (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

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (g) 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—
- (h) 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. ARBITRATION

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



Cowlitz County Title Company
1159 14th Avenue, Longview, WA 98632
Phone: 360-423-5330 Fax: 360-425-0942

Agent for
First American Title Insurance Company
ALTA COMMITMENT

SECOND REPORT
SCHEDULE A

Title Officer: **Darren Plank**

Order No.: **COW6426**

Escrow Officer: **Deanna Cornelison**

Ref: **Toteff / Sunset Terrace LLC**

1. EFFECTIVE DATE: **February 13, 2018 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

a. ALTA 2006 STANDARD OWNER'S POLICY	Amount	\$430,000.00
Proposed Insured:		

Sunset Terrace LLC, a Washington Limited Liability Company

b.

c.

PREMIUM INFORMATION:

a. GENERAL SCHEDULE RATE	\$1,256.00	Tax: \$101.74	Total: \$1,357.74
---------------------------------	-------------------	----------------------	--------------------------

b.

c:

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

Fee Simple

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

James C. Toteff, Jr. and Rhoda J. Toteff, husband and wife

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

SEE ATTACHED EXHIBIT "A"

SCHEDULE B - SECTION I

REQUIREMENTS:

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
4. ANY SKETCH OR MAP ENCLOSED AS AN ATTACHMENT HERewith IS FURNISHED FOR INFORMATION PURPOSES ONLY TO ASSIST IN PROPERTY LOCATION WITH REFERENCE TO STREETS AND OTHER PARCELS. NO REPRESENTATION IS MADE AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.
5. ALL PARTIES TO THIS TRANSACTION MUST VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED OR ENCUMBERED. THE DESCRIPTION OF THE LAND MAY BE INCORRECT IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE INFORMATION, OR IF IT INCLUDED AN ADDRESS OR TAX PARCEL NUMBER IN LIEU OF A LEGAL DESCRIPTION. THE PARTIES ARE RESPONSIBLE FOR NOTIFYING THE COMPANY PRIOR TO CLOSING IF CHANGES ARE NECESSARY.

END OF SCHEDULE B - SECTION I REQUIREMENTS

SCHEDULE B - SECTION II

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS:

- A. RIGHTS OR CLAIMS DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES BENEFIT FUNDS, OR FOR STATE WORKERS' COMPENSATION, OR FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, ALL AS IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- E. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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.
- K. DEFECTS, LIENS ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT

END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS

SPECIAL EXCEPTIONS:

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NOT INCLUDING INTEREST AND PENALTY AFTER DELINQUENCY:

YEAR	AMOUNT	PAID	OWING
2018	\$2,635.54	\$0.00	\$2,635.54

PARCEL NO.: 4-1146-0100 (INCLUDES THIS AND OTHER PROPERTY) TAX CODE: 750

FIRST HALF OF GENERAL TAXES BECOME DELINQUENT ON MAY 1. SECOND HALF OF GENERAL TAXES BECOME DELINQUENT ON NOVEMBER 1.

2. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW 82-45 AND AMENDMENTS THERETO. AS OF THE DATE HEREIN, THE TAX RATE FOR SAID PROPERTY IS 1.53%.

3. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NO. 5 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON, RECORDED ON NOVEMBER 24, 1967 UNDER AUDITOR'S FILE NO. 662827 & 662828.

4. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NO. 5 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON, RECORDED ON MARCH 11, 1971 UNDER AUDITOR'S FILE NO. 710788.

5. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NO. 5 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON, RECORDED ON MARCH 18, 1971 UNDER AUDITOR'S FILE NO. 711091.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY
PURPOSE: RIGHT-OF-WAY FOR ELECTRIC TRANSMISSION
DATED: JUNE 8, 1970
RECORDED: NOVEMBER 24, 1970
AUDITOR'S NO.: 707522 VOLUME: 765 PAGE: 664
AREA AFFECTED: INCLUDES THIS AND OTHER PROPERTY

7. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: DONALD SCHAUBLE, DULY APPOINTED EXECUTOR OF THE SCHAUBLE ESTATE TRUST AND ATTORNEY-IN-FACT OF EVA C. SCHAUBLE
AND: COWLITZ COUNTY
DATED: JUNE 28, 1988
RECORDED: JULY 11, 1988
AUDITOR'S NO.: 880711051 VOLUME: 1042 PAGE: 631
REGARDING: AGREEMENT FOR CONSTRUCTION EASEMENT AND PURCHASE OF RIGHT OF WAY

8. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: JAMES C. TOTEFF AND RHODA J. TOTEFF, HUSBAND AND WIFE
AND: ROBERT D. LAYMON AND PAMELA L. LAYMON, HUSBAND AND WIFE
DATED: JANUARY 27, 1994
RECORDED: JANUARY 27, 1994
AUDITOR'S NO.: 940127084 VOLUME: 1168 PAGE: 0429
REGARDING: CONVEYANCE OF EASEMENT RIGHTS
AREA AFFECTED: PARCELS A & B

9. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: JAMES C. TOTEFF, JR. AND RHODA J. TOTEFF, HUSBAND AND WIFE AND EDWARD HENDRICKSON AND LEMPI HENDRICKSON, HUSBAND AND WIFE
AND: JAMES C. TOTEFF AND RHODA J. TOTEFF, HUSBAND AND WIFE AND THERESA P. TOTEFF, A SINGLE PERSON
DATED: APRIL 3, 1997
RECORDED: APRIL 3, 1997
AUDITOR'S NO.: 970403047 **VOLUME:** 1258 **PAGE:** 1671
REGARDING: BOUNDARY AGREEMENT

10. MATTERS SET FORTH BY SURVEY:

RECORDED: FEBRUARY 14, 1997
AUDITOR'S NO.: 970214122 **VOLUME:** 16 **PAGE:** 96

END OF SCHEDULE B- SECTION II SPECIAL EXCEPTIONS

NOTES:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

6445 OLD PACIFIC HIGHWAY (VACANT LAND)
KALAMA, WA 98625

b. ACCORDING TO THE RECORDS OF COWLITZ COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX PARCEL NO.:	4-1146-0100
LAND:	\$254,830.00
IMPROVEMENTS:	<u>\$0.00</u>
TOTAL:	\$254,830.00

c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

A PTN OF AHLES DLC KAOL LOT 91A,147A,148

d. THE REAL ESTATE UNDER SEARCH DOES NOT QUALIFY FOR THE HOMEOWNERS COVERAGE TITLE INSURANCE POLICY. THE STANDARD COVERAGE TITLE INSURANCE POLICY WILL BE ISSUED UPON CLOSING OF SAID TRANSACTION.

e. ACCORDING TO THE APPLICATION, TITLE IS TO VEST IN SUNSET TERRACE LLC. WE FIND NO RECORD OF PERTINENT MATTERS AGAINST THE NAME OF SAID PARTY.

f. WE ARE INFORMED THAT SUNSET TERRACE LLC IS A LIMITED LIABILITY COMPANY (LLC). A COPY OF THE DUPLICATE ORIGINAL OF THE FILED LLC CERTIFICATE OF FORMATION, THE LLC AGREEMENT AND ALL SUBSEQUENT MODIFCATIONS OR AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

ANY CONVEYANCE OR MORTGAGE BY SUNSET TERRACE LLC, A LIMITED LIABILITY COMPANY (LLC), MUST BE EXECUTED BY ALL THE MEMBERS AS OF THE DATE HEREOF, OR EVIDENCE SUBMITTED THAT CERTAIN DESIGNATED MEMBERS OR MANAGERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.

- g. **A JUDGMENT AND LIEN SEARCH WAS PERFORMED AGAINST JAMES C. TOTEFF, JR. AND RHODA J. TOTEFF. WE FOUND NO PERTINENT MATTERS OF RECORD AGAINST SAID PARTY.**
- h. **THE COMPANY DISCLOSES THERE HAVE BEEN NO CONVEYANCES OF THE SUBJECT PROPERTY OCCURRING WITHIN THE LAST TWO YEARS, EXCEPT:**

TYPE OF DEED:	QUIT CLAIM DEED FOR BOUNDARY LINE ADJUSTMENT
DATED:	FEBRUARY 13, 2018
RECORDED:	FEBRUARY 13, 2018
AUDITOR'S NO.:	3587115
GRANTOR:	JAMES C. TOTEFF JR AND RHODA J. TOTEFF, HUSBAND AND WIFE
GRANTEE:	JAMES C. TOTEFF JR AND RHODA J. TOTEFF, HUSBAND AND WIFE

NO ADDITIONAL LIABILITY IS ASSUMED HEREBY.

- i. **OUR PRELIMINARY TITLE REPORT HAS BEEN UPDATED TO INCLUDE THE FOLLOWING CHANGES:**

THE LEGAL DESCRIPTION HAS BEEN AMENDED.

EXCEPTION NO. 1 HAS BEEN AMENDED.

NOTES C AND H HAVE BEEN AMENDED.

THE EFFECTIVE DATE HAS BEEN UPDATED.

END OF SCHEDULE B- SECTION II NOTES



Authorized Signature

EXHIBIT "A"

A PORTION OF THE JACOB AHLES D.L.C. IN SECTION 17 AND SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON QUARTER CORNER BETWEEN SECTION 17 AND SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, W.M., THENCE NORTH 01°40'34" EAST 262.36 FEET ALONG THE EAST BOUNDARY OF THE JACOB AHLES D.L.C. TO THE SOUTHEAST CORNER OF DEED RECORDED UNDER 421398; THENCE LEAVING SAID EAST BOUNDARY OF THE JACOB AHLES D.L.C ALONG THE SOUTH BOUNDARY OF SAID AUDITOR'S FILE NUMBER 421398 NORTH 56°03'47" WEST 163.12 FEET TO THE SOUTHWEST CORNER OF SAID AUDITOR'S FILE NUMBER 421398; THENCE LEAVING SAID SOUTH BOUNDARY OF AUDITOR'S FILE NUMBER 421398 ALONG THE WEST BOUNDARY OF SAID AUDITOR'S FILE NUMBER 421398 NORTH 33°56'13" EAST 100.00 FEET TO THE NORTHWEST CORNER OF SAID AUDITOR'S FILE NUMBER 421398, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF OLD PACIFIC HIGHWAY; THENCE LEAVING SAID WEST BOUNDARY OF AUDITOR'S FILE NUMBER 421398 ALONG THE WESTERLY RIGHT OF WAY BOUNDARY OF OLD PACIFIC HIGHWAY NORTH 56°03'47" WEST 216.50 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY BOUNDARY AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 603.00 FEET, THROUGH A CENTRAL ANGLE OF 23°40'00", AN ARC LENGTH OF 249.08 FEET, SUBTENDED BY A CHORD OF NORTH 44°13'47" WEST 247.31 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY BOUNDARY NORTH 32°23'47" WEST 778.30 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY BOUNDARY AT A RIGHT ANGLE SOUTH 57°36'13" WEST 230.00 FEET; THENCE NORTH 84°39'00" WEST 448.26 FEET TO THE EASTERLY RIGHT OF WAY BOUNDARY OF INTERSTATE 5; THENCE ALONG THE EASTERLY RIGHT OF WAY BOUNDARY OF INTERSTATE 5 SOUTH 31°26'44" EAST 183.51 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY SOUTH 59°47'22" WEST 11.17 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY SOUTH 37°22'18" EAST 160.44 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY SOUTH 45°37'58" EAST 752.08 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY SOUTH 54°35'49" EAST 411.73 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY SOUTH 35°01'27" EAST 476.68 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY BOUNDARY 540.00 FEET OPPOSITE HIGHWAY ENGINEER STATION L R 1205+25; THENCE LEAVING SAID EASTERLY RIGHT OF WAY BOUNDARY NORTH 48°22'14" EAST 202.26 FEET TO THE COMMON QUARTER CORNER BETWEEN SECTION 17 AND SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, W.M. AND THE PLACE OF BEGINNING.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON

Cowlitz County Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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