



Order Summary Sheet for Commitment No.: 90000

Enclosed: Preliminary Title Commitment

The following information is for your convenience and not part of the Preliminary Title Commitment. You should read the attached Preliminary Title Commitment very carefully. If you have any questions about your commitment please contact us at (360) 385-2000 during business hours Monday through Friday from 8:00am to 5:00pm PST or email your contact below.

Property Address: 1720 Center Road, Chimacum, WA 98325

Seller: Roger D. Short and Sandy Short

Buyer: Port of Port Townsend

Your Escrow Contact:

Gabbriell Pitman *Escrow Officer / L.P.O.* gpitman@jeffersontitlecompany.com

Your Title Contact:

Susan Brandt *Title Officer*..... susan@jeffersontitlecompany.com

Recording Department:

Marley Music *Recording Officer*..... mmusic@jeffersontitlecompany.com

Please be advised that we require an email to release all recordings. Thank you in advance for your assistance!

We know you have a choice when choosing Title & Escrow Services,
THANK YOU for choosing JEFFERSON TITLE COMPANY!

2205 Washington Street, Port Townsend, WA 98368 | phone 360.385.2000 |
fax 360.385.6967 | www.jeffersontitlecompany.com

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

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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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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

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (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.

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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>.

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|  First American Title™ | ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company |
| Schedule A | 90000 |

Transaction Identification Data for reference only:

Issuing Agent: **Jefferson Title Company, Inc.**

Issuing Office: **2205 Washington Street, PO Box 256
Port Townsend, WA 98368**

Issuing Office's ALTA® Registry ID: **400038**

Commitment No.: **90000**

Property Address: **1720 Center Road, Chimacum, WA
98325**

SCHEDULE A

1. Commitment Date: **October 3, 2022 at 8:00AM**

2. Policy to be issued:

- (a) ☒ ALTA® Owner Policy **Standard**
Proposed Insured: **Port of Port Townsend**
Proposed Policy Amount: **\$TBD**
Premium: **TBD** Sales Tax: **TBD**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**

4. The Title is, at the Commitment Date, vested in:

Roger D. Short, also shown of record as Roger Dean Short and Sandy Short, also shown of record as Sandy Stieber-Groatz, husband and wife

Your title officer for this transaction is **Susan Brandt**. If you have any questions concerning this title commitment, please do not hesitate to call me at **(360) 385-2000** or email **susan@jeffersontitlecompany.com**.

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5. The Land is described as follows:

Parcel A:

That portion of the West ½ of Section 23, Township 29 North, Range 1 West, W.M., more particularly described as follows:

Commencing at the Northwest corner of said Section 23;

Thence South 0° 32' 15" East, a distance of 2,634.32 feet along the West line of said Section 23, to the West ¼ corner of said Section 23 which is the True Point of Beginning;

Thence North 89° 54' 07" East, a distance of 988.41 feet along the East-West centerline of said Section 23;

Thence South, a distance of 1,308.97 feet along the West right-of-way of a drainage canal to the intersection of the South line of the Northwest ¼ of the Southwest ¼ of said Section 23;

Thence South 89° 41' 29" West, a distance of 796.50 feet along the South line of said Northwest ¼ of the Southwest ¼ of said Section 23 to the intersection of the West line of said Section 23;

Thence North 0° 31' 14" West, a distance of 1,312.59 feet along the West line of said Section 23 to the True Point of Beginning.

Parcel B:

That portion of the West ½ of the Northwest ¼ of Section 26, Township 29 North, Range 1 West, W.M., Jefferson County, Washington, West of the centerline of Chimacum Creek Irrigation Ditch.

Parcel C:

That portion of the Northwest 1/4 of Section 26, Township 29 North, Range 1 West, W.M., Jefferson County, Washington, East of the centerline of Chimacum Creek Irrigation Ditch and West of County Road No. 18 as conveyed to Jefferson County by deed recorded March 20, 1958 under Recording No. 156959, records of Jefferson County, Washington.

Parcel D:

That portion of the South ½ of the Southwest ¼ of Section 23, Township 29 North, Range 1 West, W.M., Jefferson County, Washington, between the centerline of Chimacum Creek Irrigation and Drainage Ditch and County Road No. 18 (Center Road) as conveyed to Jefferson County by deeds recorded April 30, 1980 under Recording Nos. 265122, 265123 and 265125, all records of Jefferson County, Washington; and South of a line 500 feet South of the 1/16th Section line on the North side of the Southwest ¼ of said Section 23.

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Parcel E:

That portion of the Southwest ¼ of Section 23, Township 29 North, Range 1 West, W.M., described as follows:

Commencing at the West ¼ corner of said Section 23, being a 5/8" rebar set in concrete;
Thence South 01° 42' 00" West along the Westerly section of said Section 23, a distance of 1,314.93 feet to the Point of Beginning of this description;
Thence continuing South 01° 42' 00" West, a distance of 1,314.93 to the Southwest section corner of said Section 23;
Thence South 88° 34' 31" East along the Southerly section line of said Section 23, a distance of 993.15 to the Easterly margin of the Chimacum Creek Irrigation and Drainage Ditch;
Thence North 02° 15' 24" East along said ditch, a distance of 375.49 feet;
Thence North 02° 07' 38" East along said ditch, a distance of 341.14 feet;
Thence North 01° 50' 46" East along said ditch, a distance of 94.12 feet;
Thence South 88° 19' 56" East departing from said ditch, a distance of 861.80 feet to the Westerly margin of Center Road;
Thence North 05° 45' 57" East along said Westerly margin, a distance of 154.22 feet;
Thence North 05° 22' 25" East along said Westerly margin, a distance of 189.84 feet;
Thence North 88° 19' 56" West departing from said Westerly margin, a distance of 285.71 feet;
Thence North 02° 33' 34" East a distance of 156.75 feet;
Thence North 88° 19' 56" West, a distance of 1,601.10 feet to the West section line of said Section 23 and the Point of Beginning of this description.

Parcel F:


That portion of the Southwest ¼ of Section 23, Township 29 North, Range 1 West, W.M., described as follows:

Commencing at the West ¼ corner of said Section 23, being a 5/8" rebar set in concrete;
Thence South 01° 42' 00" West along the Westerly section of said Section 23, a distance of 1,314.93 feet;
Thence South 88° 19' 56" East, a distance of 1,601.10 feet to the Point of Beginning of this description;
Thence North 02° 33' 34" East, a distance of 440.05 feet;
Thence North 88° 19' 56" West, a distance of 599.78 feet to the Easterly margin of the Chimacum Creek Irrigation and Drainage Ditch;
Thence South 01° 30' 19" West along said Easterly margin, a distance of 378.99 feet;
Thence South 03° 16' 13" West along said Easterly margin, a distance of 61.04 feet;
Thence South 88° 19' 56" East, a distance of 593.56 feet to the Point of Beginning.

Parcel G:

That portion of the East 1/2 of the Southeast ¼ of Section 22, Township 29 North, Range 1 West, W.M., Jefferson County, Washington, East of West Valley Road as conveyed to Jefferson County by deed recorded November 3, 1977 under Recording Nos. 345797, records of Jefferson County, Washington; EXCEPT the North 21 acres of that portion of the Southeast ¼ of said Section 22, East of said West Valley Road; ALSO EXCEPT that portion within said road right-of-way; ALSO EXCEPT that portion as granted by Judgement Quieting Title to Real Property entered April 8, 2011 in Jefferson County Superior Court Cause No. 10-2-00009-6.

All situate in the County of Jefferson, State of Washington.

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|  First American Title™ | ALTA Commitment for Title Insurance |
| Schedule B – Part I | ISSUED BY First American Title Insurance Company 90000 |

Commitment No.: **90000**

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. **Attached herewith is First American Title's form of Owner/Seller Affidavit. This form must be completed and signed before a notary public and returned to Jefferson Title Company. Please do so as soon as possible so as not to cause any delay in closing of your transaction.**
6. **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.

7. **Evidence of the authority of the officers of Port of Port Townsend, to execute the forthcoming instrument. Copies of the current articles of incorporation, by-laws and certified copies of appropriate resolutions should be submitted prior to closing.**

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8. If the mobile home located upon the premises is to be insured under the policy to issue hereunder, a manufactured home title elimination application (Form TD 420-730) pursuant to Chapter 65.20 RCW must be recorded in the Jefferson County recording office.

Note: A fee will be charged by the State of Washington Department of Licensing for processing a “Manufactured Home Title Elimination Application.”

Absent the recording of said manufactured home title elimination application, the mobile home is not considered real property and will not be covered by our policy of title insurance when issued. Please advise at the time of closing whether a manufactured home title elimination will be executed. For current information regarding applicable fees, charges, availability of processing forms and/or procedure inquiries, contact Jefferson County Auditor.

Affects: Parcel C

9. We note that the prior vesting document contained a(n) ingress and egress and must also be in the forthcoming document(s), which is not included in the land described in Schedule A:

TOGETHER WITH an easement for ingress and egress purposes over and across a strip of land 60 feet in width adjacent to and Westerly of the West line of the Chimacum Creek Drainage Canal in the North 560 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 23.

ALSO, a strip of land 25 feet in width adjacent to and abutting the East line of the following described property (the East line of said 25 foot strip is the centerline of the Chimacum Creek Drainage Canal)”

That portion of the West $\frac{1}{4}$ of Section 23, Township 29 North, Range 1 West, W.M., Jefferson County, Washington, more particularly described as follows:

Commencing at the Northwest corner of said Section 23;

Thence South $0^{\circ} 32' 15''$ East, a distance of 2,634.32 feet along the West line of said Section 23, to the West $\frac{1}{4}$ of said Section 23, which is the True Point of Beginning;

Thence North $89^{\circ} 54' 07''$ East, a distance of 988.41 feet along the East-West centerline of said Section 23;

Thence South a distance of 1,308.97 feet along the West right-of-way of drainage canal to the intersection of the South line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 23;

Thence South $89^{\circ} 41' 29''$ West, a distance of 976.50 feet along the South line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 23 to the intersection of the West line of said Section 23;

Thence North $0^{\circ} 31' 14''$ West, a distance of 1,312.59 feet along the West line of said Section 23 to the True Point of Beginning.


Affects: Parcel A

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| Schedule B – Part II | ISSUED BY First American Title Insurance Company 90000 |

SCHEDULE B, PART II

Exceptions (Continued)

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records
3. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry or persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public record.
6. (A) Unpatented mining claims; (B) reservations or exceptions in patents or in acts authorizing the issuance thereof; (C) water rights, claims or title to water; Whether or not the matters excepted under (A), (B), or (C) are shown by the public records; (D) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, Labor or Material therefore or hereafter furnished, imposed by law and not shown by the public records. Any lien, or right to lien, for services, labor materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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9. Lien of the real estate excise sales tax and surcharge upon any sale of said premises, if unpaid.

10. General taxes for the year 2022 which have been paid.

Amount: \$ 104.32
Tax Account No.: 901 233 011
Property ID No.: 21992
Assessed value: \$ 94,719.00
Affects: Parcel A

General taxes for the year 2022 which have been paid.

Amount: \$ 189.53
Tax Account No.: 901 262 003
Property ID No.: 22082
Assessed value: \$ 185,944.00
Affects: Parcel B

General taxes for the year 2022 which have been paid.

Amount: \$ 687.01
Tax Account No.: 901 262 002
Property ID No.: 22081
Assessed value: \$ 149,102.00
Affects: Parcel C

General taxes for the year 2022 which have been paid.

Amount: \$ 1,234.59
Tax Account No.: 901 233 010
Property ID No.: 21991
Assessed value: \$ 228,460.00
Affects: Parcel D

General taxes for the year 2022 which have been paid.

Amount: \$ 1,336.32
Tax Account No.: 901 233 002
Property ID No.: 21983
Assessed value: \$ 252,153.00
Affects: Parcel E

General taxes for the year 2022 which have been paid.

Amount: \$ 45.50
Tax Account No.: 901 233 008
Property ID No.: 21989
Assessed value: \$ 18,844.00
Affects: Parcel F

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General taxes for the year 2022 which have been paid.

Amount: \$ 181.65
Tax Account No.: 901 224 001
Property ID No.: 21930
Assessed value: \$ 168,325.00
Affects: Parcel G

11. The lands described herein have been classified as Open Space Agricultural and are subject to the provisions of RCW 84.34 which include the requirement of a continuation of restricted use in order to continue to present assessment rate. A change in use can cause an increased assessment rate for present and past years.

Application Recorded: September 15, 1976; April 4, 1978; July 26, 1995 and November 6, 1995
Recording No.: 236911, 256857, 383401 and 386142

Any sale or transfer of all or a portion of said property requires execution of a notice of compliance form by the new owner and submission to and approval by the county assessor prior to such sale.

Note: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the real estate excise tax affidavit. Please contact Jefferson County Assessor or the company for additional information.

12. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
13. Right to make necessary slopes for cuts or fills upon said premises for County Road No. 18 (Center Road) and West Valley Road, C.R.P. #424 as granted by deeds recorded March 20, 1958, November 3, 1977 and April 30, 1980 under Recording Nos. 156959, 245797, 265122, 265123 and 265125.
14. Easement, including terms and provisions contained therein:
Recorded: May 7, 1980
Recording No.: 265289
In favor of: Puget Sound Power and Light Company, a Washington Corporation
For: Electric transmission and/or distribution system
Affects: Northeast ¼ of the Southwest ¼ of the Southeast ¼ 22-29-1W, East of West Valley Road

The legal description in said easement is not sufficient to determine its exact location within said premises.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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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15. Easement, including terms and provisions contained therein:

Recorded: September 8, 1980
Recording No.: 267621
In favor of: Puget Sound Power and Light Company, a Washington Corporation
For: Electric transmission and/or distribution system
Affects: Portion of the Southwest ¼ of the Southwest ¼ of 23-29-1W East of Center-Chimacum Road

The legal description in said easement is not sufficient to determine its exact location within said premises.

16. Conditions, notes, easements, provisions contained and/or delineated on the face of the surveys recorded under Jefferson County Recording Nos. 329281, 373880, 494231, 559283 and 597569.

17. Easement and terms and conditions thereof:

Disclosed by: Instrument
Recorded: April 9, 1980
Recording No.: 329731
Affects: North 560 feet of the Southwest ¼ of the Southwest ¼ 23-29-1W (adjacent to Chimacum Creek Drainage canal)

18. Easement and terms and conditions thereof:

Disclosed by: Instrument
Recorded: January 5, 2010
Recording No.: 548975
Affects: Portion West ½ of the Southeast ¼ 22-29-1W East of West Valley Road (except Tax 17)

The legal description in said easement is not sufficient to determine its exact location within said premises.

19. Boundary Line Adjustment imposed by instrument recorded on February 11, 2016, under Recording No. 597368.

20. Declaration and Deed of Easement and Maintenance Agreement imposed by instrument recorded on June 30, 2016, under Recording No. 600530.

21. Grant Deed of Agricultural Conservation Easement imposed by instrument recorded on June 30, 2016, under Recording No. 600531.

22. Any loss incurred as a result of the inability to determine the exact location of the East and West boundary of Parcels A, D, E and F due to said premises being described as East and West of the centerline of Chimacum Creek Irrigation Ditch and the North boundary of Parcel G due to said premises being described as EXCEPT the North 21 Acres.

23. Matters affecting security interests in personal property which may be disclosed by a search of the Uniform Commercial Code (UCC) records at the Washington State Department of Licensing in Olympia.

Affects: Parcel C

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INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to Auditor's discretion.
- B. Any sketch hereto is done so as a courtesy only and is not part of any title commitment or policy, it is furnished solely for the purpose of assisting in locating the Land and Jefferson Title Company, Inc. expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet the standardization requirements. The full text of the description must appear in the documents(s) to be insured.
Ptn SE 22-29-1W; Ptns SW 23-29-1W And Ptns NW 26-19-1W
- D. The legal description in this commitment is based on information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
- E. The situs address of the property herein described is:

1720 Center Road
Chimacum, WA 98325

- F. According to the application for title insurance, title is to vest in Port of Port Townsend. Examination of the records discloses no matters pending against said party.
- G. As of the date hereof there are no matters against Roger D. Short and Sandy Short, which would appear as exceptions in the policy to issue, except as shown herein.

PLEASE NOTE: THERE WILL BE A FEE OF \$5.46 PER E-RECORDED DOCUMENT INCLUDED ON ALL RECORDING INVOICES.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THE THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE OF THE COMPANY.

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Privacy Policy

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices: We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.