

Jefferson Title Company, Inc. 2205 Washington Street PO Box 256 Port Townsend, WA 98368 Phone: (360) 385-2000 Fax: (360) 385-6967

### SUPPLEMENTAL #1 TO THE FIRST COMMITMENT

Attention: This Supplemental contains changes which impact Title to Property set forth in the above referenced commitment.

Jefferson Title Company, Inc. 2205 Washington Street Port Townsend, WA 98368 Carolyn Harding

Commitment No.: 88144Loan No.:Seller: MarkleyBuyer: Montebanc Mgmt LLC

#### Schedule "A"

The Commitment Date has been extended to: July 26, 2021 at 8:00 A.M.

#### Schedule "B"

Paragraph 10 of Schedule B, Part II of the preliminary commitment is amended as follows:

10. General Taxes. The first portion \$ 326.71 becomes delinquent after April 30<sup>th</sup>. The second portion \$ 326.09 becomes delinquent after October 31<sup>st</sup>.

*	1
Year	2021
Amount Billed:	\$ 652.80
Amount Paid:	\$ 326.71
Amount Due:	\$ 326.09, plus interest and penalty, if delinquent
Tax Account No .:	973 800 201
Property ID No.:	35136
Assessed value:	\$ 60,060.00
Affects:	Block 2

General Taxes. The first portion \$ 295.00 becomes delinquent after April 30<sup>th</sup>. The second portion \$ 294.44 becomes delinquent after October 31st. Year 2021 Amount Billed: \$ 589.44 \$ 295.00 Amount Paid: \$ 294.44, plus interest and penalty, if delinquent Amount Due: Tax Account No.: 973 800 301 Property ID No.: 35137 Assessed value: \$55,440.00 Affects: Block 3

There has been no change in the title to the property covered by this order since December 20, 2020 at 8:00 A.M., except the matters noted hereinabove.

Dated as of July 26, 2021 at 8:00 A.M.

Jefferson Title Company, Inc.

By: Susan Brandt, Title Officer

CC: Miller & Ashmore Real Estate, Joseph Daubenberger CC: Windermere Real Estate, Chip McBroom



### Order Summary Sheet for Commitment No.: 88144

### **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: NKA Vacant Land, Port Townsend, WA 98368

Seller: Sharon Markley

Buyer: Montebanc Management, LLC

# Your Escrow Contact:

# Your Title Contact:

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

# **Recording Department:**

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



ALTA Commitment for Title Insurance

ISSUED BY

#### First American Title Insurance Company

# Commitment

First American Title™

#### 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 EXTRACONTRACTUAL 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<sup>®</sup> 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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#### **Privacy Policy**

Effective: November 1, 2019

#### Notice Last Updated: November 1, 2019

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. For more information about our privacy practices, please visit <u>https://www.firstam.com/privacy-policy/index.html</u>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

<u>What Type of Information Do We Collect About You?</u> We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

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

<u>How Do We Use Your Information?</u> We may use your personal 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. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal 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. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

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

<u>How Long Do We Keep Your Personal Information?</u> We keep your **personal 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.

<u>Your Choices</u>: We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and 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 **personal information** to us in the US, and you consent to that transfer and use of your **personal 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.

**<u>Right to Know</u>**. 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 of your personal information; (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 toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

**<u>Right of Deletion</u>**. You also have a right to request that we delete the **personal information** we have collected from 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 and submitting written proof of such authorization to <u>dataprivacy@firstam.com</u>.

<u>Verification Process</u>. 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 personal 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.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

<u>Right of Non-Discrimination</u>. 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 away if you choose to exercise your rights under the CCPA.

<u>Collection Notice</u>. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected <b>personal information</b> include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected <b>personal information</b> include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity
Categories of Third Parties Shared	The categories of third parties with whom we've shared <b>personal information</b> include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated

#### third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

## First American Title Insurance Company

# Schedule A

88144

*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.: 88144 Property Address: NKA Vacant Land, Port Townsend, WA 98368

#### SCHEDULE A

- 1. Commitment Date: January 15, 2021 at 8:00AM
- 2. Policy to be issued:

- 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:

#### Sharon Markley, an unmarried individual

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.

#### 5. The Land is described as follows:

Blocks 2 and 3, Motor Line Addition to the City of Port Townsend, according to the plat recorded in Volume 2 of Plats, page 10, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

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Form 5030000-A (1-24-18)



ALTA Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

Schedule B – Part I

88144

Commitment No.: 88144

#### 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. Evidence of the authority of the individual(s) to execute the forthcoming document for Montebanc Management LLC, a Washington limited liability company, copies of the current operating agreement should be submitted <u>prior to closing</u>.
- 6. According to the Secretary of State for Washington State, the corporate license for Montebanc Management LLC will expire on May 31, 2021, if closing takes place after that date, we will require proof of renewal.
- 7. According to the application for title insurance, title is to vest in persons shown as "and/or assigns" whose identities have not yet been revealed and when so vested will then be subject to matters disclosed by a search of the records against their names.

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ALTA Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

# Schedule B – Part II

First American Title<sup>™</sup>

88144

#### 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.
- General Taxes. The first portion \$ 326.71 becomes delinquent after April 30<sup>th</sup>. The second portion \$ 326.09 becomes delinquent after October 31<sup>st</sup>.

Year	2021
Amount Billed:	\$ 652.80
Amount Paid:	\$ 0.00
Amount Due:	\$ 652.80, plus interest and penalty, if delinquent
Tax Account No.:	973 800 201
Property ID No.:	35136
Assessed value:	\$ 60,060.00
Affects:	Block 2

General Taxes. The first portion \$ 295.00 becomes delinquent after April 30<sup>th</sup>. The second portion \$ 294.44 becomes delinquent after October 31<sup>st</sup>.

Year	2021
Amount Billed:	\$ 589.44
Amount Paid:	\$ 0.00
Amount Due:	\$ 589.44, plus interest and penalty, if delinquent
Tax Account No.:	973 800 301
Property ID No.:	35137
Assessed value:	\$ 55,440.00
Affects:	Block 3

- 11. 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.
- Conditions, notes, easements, provisions contained and/or delineated on the face of the survey recorded under Jefferson County Recording No. 291318.

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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.

Blks 2 & 3 Motor Line Add

- 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. According to the application for title insurance, title is to vest in Montebanc Management, LLC. Examination of the records discloses no matters pending against said party.
- F. As of the date hereof there are no matters against Sharon Markley, which would appear as exceptions in the policy to issue, except as shown herein.

# PLEASE NOTE: THERE WILL BE A FEE OF \$5.45 <u>PER E-RECORDED DOCUMENT</u> 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.

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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**Return Address:** 

Craig M. McReary, PS

Box 2340

Longview, WA 98632

# WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM (Cover Sheet)

(RCW 65.04)

Please print or type information

**Document Title(s)** (or transactions contained therein): 1. Barqain & Sale Deed 2. 3. 4. Reference Number(s) of Documents assigned or released: Additional reference #'s on page of document. Grantor(s) (Last name first, then first name and initials) 1 Metter, Teri 2. Housek, Jean 3. Metter, Jeff 4. Additional names on page \_\_\_\_\_ of document. Grantee(s) (Last name first, then first name and initials) 1. Markley, Sharon 2. 3. 4. Additional names on page \_\_\_\_\_ of document. Legal Description (abbreviated: i.e. lot, block, plat or section, township, range) Motor Line Addition BIK 2 Lots I to 26 and Motor Line Addition Additional legal is on page ce of document. BIK 3 Lots 15 24 Assessor's Property Tax Parcel/Account Number 973800201 and 973800301 Assessor Tax # not yet assigned. The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After recording return to: Craig M. McReary Box 336 Longview, WA 98632

#### BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, TERI METTER, JEAN HOUSEK and JEFF METTER, Co-Trustees of The Markley Family Trust created under that Certain Declaration of Trust dated December 12, 1991, hereinafter called "Grantor," for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto SHARON MARKLEY, a widow, hereinafter called "Grantee" and unto Grantee's heirs, successors and assigns, all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, situated in the County of Jefferson, State of Washington, described as follows, to-wit:

Abbreviated Legals: MOTOR LINE ADDITION BLK 2 LOTS 1 TO 26 and MOTOR LINE ADDITION BLK 3 LOTS 1 TO 24

See attached Exhibit "A"

To have and to hold the same unto grantee and grantee's heirs, successors and assigns forever.

In witness whereof, the Grantor has executed this instrument this  $27^{\text{m}}$  day of <u>April</u>, 2017; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its Board of Directors.

Teri Metter, Co-Trustee of the Markley Family Trust created December 12, 1991

Jean Mousek, Co-Trustee of the Markley Fami Trust created December 12, 1991

Jeff Metter Co-Trustee of the Markley Family Trust created December 12, 1991

STATE OF CALIFORNIA )

: SS.

)

County of

I certify that I know or have satisfactory evidence that <u>Teri Metter</u> is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Co-Trustee of the Markley Family Trust created under that Certain Declaration of Trust dated December 12, 1991 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

attac

Printed Name: NOTARY PUBLIC in and for the State of California residing at My commission expires

#### STATE OF CALIFORNIA )

: ss.

#### Country of Santa (VU7 )

I certify that know or have satisfactory evidence that <u>Jean Housek</u> is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Co-Trustee of the Markley Family Trust created under that Certain Declaration of Trust dated December 12, 1991 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal thi	stim day of April, 2017. Sel
JUSTINE KNOURY Commission # 2125924 Notary Public + California Senta Gruz County My Comm. Expires Oct 11, 2019	Printed Name: <u>INSTINE PROVIN</u> NOTARY PUBLIC in and for the State of California residing at <u>183 M165ion</u> 51, 5an ta CVU3, cn My commission expires <u>10 / 11 / 19</u> . 15060
STATE OF CALIFORNIA )	>
County of )	
before me, and said person acknowledged t was authorized to execute the instrument a Family Trust created under that Certain De	idence that <u>Jeff Metter</u> is the person who appeared hat he signed this instrument, on oath stated that he nd acknowledged it as Co-Trustee of the Markley claration of Trust dated December 12, 1991 to be the uses and purposes mentioned in the instrument.
GIVEN under my hand and official seal thi	s day of, 2017.
Sel attached puge	Printed Name: NOTARY PUBLIC in and for the State of California residing at My commission expires
purge	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### STATE OF CALIFORNIA COUNTY OF SANTA CRUZ

On April 27, 2017, before me, Justine Khoury, Notary Public, personally appeared JEAN HOUSEK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Public, State of Californ

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### STATE OF CALIFORNIA COUNTY OF SANTA CRUZ

On April 27, 2017, before me, Justine Khoury, Notary Public, personally appeared <u>Teyi Mettey</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JUSTINE KHOURY Commission # 2129924 Notary Public - California Santa Cruz County My Comm. Expires Oct 11

Notary Public, State of California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### STATE OF CALIFORNIA COUNTY OF SANTA CRUZ

On April 27, 2017, before me, Justine Khoury, Notary Public, personally appeared  $\underline{Jeee}$  Metter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public, State of California



#### Exhibit "A"

BLOCKS 2 AND 3, MOTORLINE ADDITION TO THE CITY OF PORT TOWNSEND, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 10, RECORDS OF JEFFERSON COUNTY, WASHINGTON. BLOCK 2, LOTS 1 TO 26, BLOCK 3, LOTS 1 TO 24.

CURRENTLY KNOWN AS PARCELS 973800201 AND 973800301

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Place of Death, if Death Occu		6 G1	Place of Death, if Death Occurred			
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. Facility Name (if not a facili 6 Greensview	ty, give number & street or location)	· 	Longview		WA	98632
. Method of Disposition Cremation	29. Place of Fina Dorrtle	i Disposition (Name of cerry nd Cremation	etery, crematory, other place)		ity/Town, and State	
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ntricular fibrillation without	showing the etiology. DO NOT	ABBREVIATE. Add addi	itional lines if necessary.			between Onset & Death
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	lisease or	ngestive	Healt failing			months
MEDIATE CAUSE (Final of ndition resulting in death)	$\stackrel{\text{lisease or}}{\rightarrow} \underline{a}. \qquad \underbrace{\bigcup}_{i}$	ngestive	Healt fai whe	2 Ret 0	Interval t	petween Onset & Death
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To ch	hange any part of the name of a This affidav	it cannot be used to add					
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#### DECLARATION OF TRUST

THIS TRUST AGREEMENT is made this  $\sqrt{27}$  day of <u>December</u>, 1991, at Santa Cruz, California, between ROSS L. MARKLEY and BEVERLY A. MARKLEY, Husband and Wife, as Trustors, and ROSS L. MARKLEY and BEVERLY A. MARKLEY, as Co-Trustees, hereinafter referred to as Trustee.

ROSS L. MARKLEY and BEVERLY A. MARKLEY, Husband and Wife, of Santa Cruz County, California, declare that:

#### <u>ARTICLE I</u>

#### DECLARATIONS

1. <u>Conveyance to Trustee</u>. They have conveyed and transferred or have agreed to transfer, without consideration, to the Trustee named in this Declaration of Trust, all the property described in an inventory hereto attached, marked Exhibit "A."

2. <u>Identity of Trust Estate</u>. All property described in the inventory hereto attached, marked Exhibit "A," and any other property that may hereafter be transferred or conveyed to and received by the Trustee to be held pursuant to the terms of this instrument is hereby called the "Trust Estate" and shall be held, administered and distributed by the Trustee as provided in this Declaration of Trust.

3. <u>Identity of Husband, Wife and Trustors</u>. As used in this Declaration of Trust:

.0, WILLIAMS. E., SACHS & BOOK A PROFESSIONAL CORPORATION DST OFFICE BOX 1822 133 MISSION STREET SUITE 280 SANTA CRUZ. IFORNIA 95061-1822 TELEPHONE (405 426-8484 0 (408) 423-2820 1

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a. The term "Husband" shall mean ROSS L. MARKLEY;

b. The term "Wife" shall mean BEVERLY A. MARKLEY;

c. The term "Trustors" shall refer collectively to Husband and Wife.

4. Appointment of Trustee. Husband or Wife are hereby appointed Co-Trustees (hereinafter sometimes referred to as Trustee) of all trusts created by or to be created pursuant to this Declaration of Trust. Either Husband or Wife shall have the power to act independently as a Co-Trustee under this instrument. Should Husband or Wife become unable because of death, incompetency or other cause, to serve as such a Co-Trustee, before the natural termination of all trusts provided for in this Declaration of Trust, the remaining Co-Trustee, Husband or Wife, shall thereafter serve as sole Trustee of all trusts provided for in this Declaration of Trust. In the event neither Husband nor Wife is able or willing, or ceases to act as a Trustee, then DEBORAH MARKLEY, TERI METTER and JEAN HOUSEK are hereby designated as Co-Trustees of all trusts created by or to be created pursuant to this Declaration of Trust. In the event any of them is unable or unwilling, or ceases to act as a Co-Trustee, then the ones who are able and willing are hereby designated as Co-Trustees of all trusts created by or to be created pursuant to this Declaration of Trust.

0, WILLIAMS, 6,..., SACHS & BOOK A PROFESSIONAL CORPORATION OST OFFICE BOX 1822 153 MISSION STREET SUITE 280 SANTA CRUZ. LIFORNIA 95061-1822 TELEPHONE (408) 425-8454 X (402) 473-2839 14001 455 0170 2

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### SECOND AMENDMENT TO TRUST

Pursuant to the powers reserved in me as Surviving Trustor and Trustee of THE ROSS L. MARKLEY AND BEVERLY A. MARKLEY TRUST DECLARATION DATED DECEMBER 12, 1991 (also known as THE MARKLEY FAMILY TRUST), I hereby revoke the first amendment to trust dated February 11, 2009, and amend the trust as follows:

1. Article I, Paragraph 4 shall be amended in its entirety as follows:

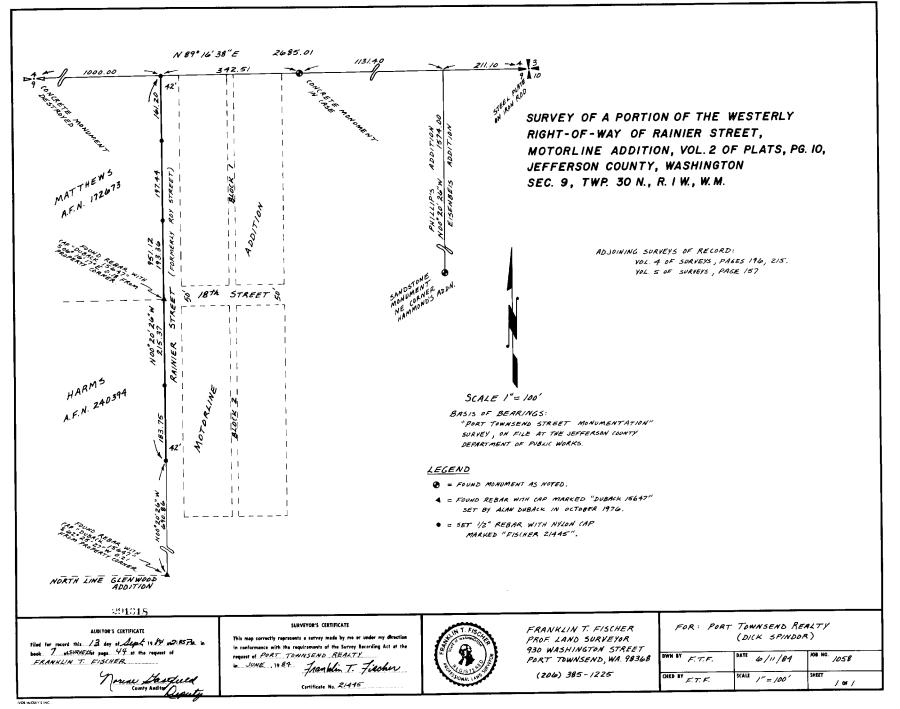
"4. <u>Appointment of Trustee</u>. Husband is hereby appointed Trustee (hereinafter sometimes referred to as Trustee) of all trusts created by or to be created pursuant to this Declaration of Trust. Should Husband become unable because of death, incompetency or other cause, to serve as such a Trustee, before the natural termination of all trusts provided for in this Declaration of Trust, then TERI METTER, JEAN HOUSEK, and JEFF METTER are hereby designated as Co-Trustees of all trusts created by or to be created pursuant to this Declaration of Trust. In the event any of them is unable or unwilling, or ceases to act as a Co-Trustee, then the ones who are able and willing are hereby designated as Co-Trustees of all trusts created by or to be created pursuant to this Declaration of Trust.

In order to carry out the purposes of any Trust or Trusts established by this Declaration of Trust, the Co-Trustees must agree on all decisions. In the event of a disagreement, the majority decision shall rule. Any action by a majority of the trustees shall be binding on the trust estate and may be relied on by third parties dealing with the trustees."

# 2. Article III, Paragraph 2 shall be amended in its entirety as follows:

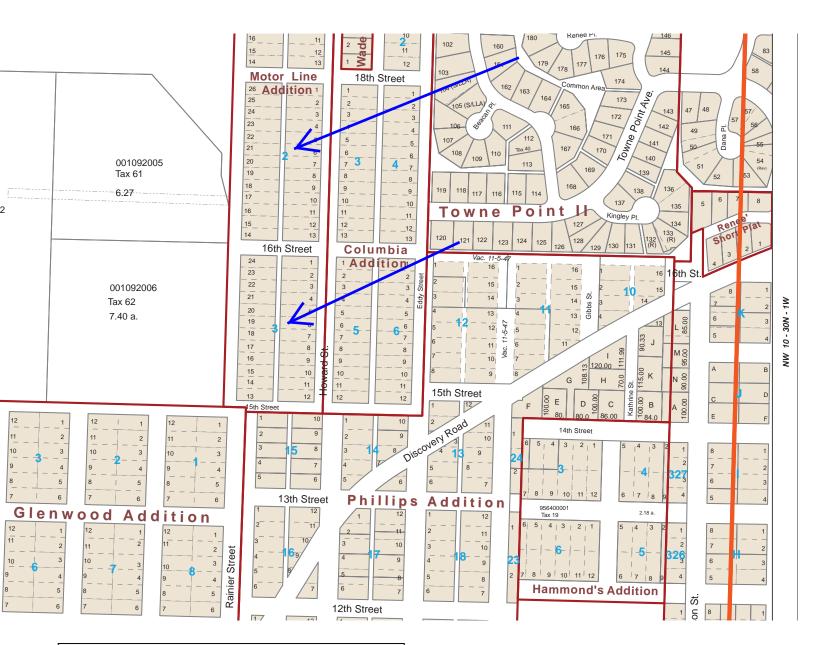
"2. <u>Trustor Incapacitated</u>. An individual trustor serving as trustee or cotrustee shall be conclusively deemed incapacitated if the individual's attending physician certifies in writing that the individual is substantially unable to perform the normal duties of a trustee or co-trustee, or that the individual is substantially unable to manage his or her own financial resources, or that the individual is substantially unable to resist fraud or undue influence. If the trustor/trustee has become physically or mentally incapacitated, the successor trustee or co-trustee shall apply for the trustor's benefit as much of the net income and principal of the trust estate as is necessary, in the trustee's discretion, to provide for the trustor's health, education, support, maintenance, comfort, welfare, or happiness.

The trustee or successor trustee shall so act whether or not a court of competent jurisdiction has declared the trustor incompetent or has



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This sketch is provided, without a charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which is attached. The Company assumes NO LIABILITY for any matter related to this sketch. Referenced should be made to an accurate survey for further information.