



# ALTA Commitment for Title Insurance

Issued By Old Republic 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, Old Republic Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued by:  
Olympic Peninsula Title Company  
403 S. Peabody  
Port Angeles, WA 98362  
Tel: (360) 457-4451

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By:

By President  
Attest Secretary

\_\_\_\_\_  
Shellie Holden, Title Examiner

## 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.

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- (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.

**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.

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**Commitment for Title Insurance**

403 S. Peabody St.  
Port Angeles, WA 98362  
(360)457-4451  
(800)488-0865

495 W. Spruce St.  
Sequim, WA 98382  
(360)683-4179  
(800)488-0864



[www.olypentitle.com](http://www.olypentitle.com)

**Prepared For:**

**Olympic Peninsula Title Company**  
**495 W Spruce St #5**  
**Sequim, WA 98382**

Order No.: **117500-JT**  
Reference: **Littlejohn/Johnson  
and Holmes 2, LLC**  
cc: -  
cc: **Professional Real  
Estate - Ron Gilles**

**For Service on this order call: Jessica Toth at Sequim 360-683-4179**  
**OR send E-Mail message to: [jessica@olypentitle.com](mailto:jessica@olypentitle.com)**

**SCHEDULE A**

- 1. Commitment Date: **January 10, 2022 at 08:30 AM**
- 2. Policy or Policies to be issued:
  - a. ALTA Owners Policy (06/17/06)

<b>Amount: \$2,565,000.00</b>	<b>Premium:</b>	\$1,896.00
	Sales Tax:	\$166.85
	Total:	\$2,062.85

Proposed Insured: **Johnson and Holmes 2, LLC, a Washington Limited Liability Company**

- 3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**
- 4. Title to said estate or interest in the Land is at the Commitment Date, vested in:  
**Lindsay D. Littlejohn, as her separate estate**
- 5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

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**Commitment for Title Insurance  
EXHIBIT "A"**

Order No.: **117500-JT**

PARCELS A AND B OF LITTLEJOHN BOUNDARY LINE ADJUSTMENT SURVEY, RECORDED IN VOLUME 73 OF SURVEYS, PAGE 16, UNDER CLALLAM COUNTY RECORDING NO. 2012-1282429, AND AMENDED BY SURVEY RECORDED IN VOLUME 73 OF SURVEYS, PAGE 32, UNDER AUDITOR'S FILE NO. 2012-1283789, BEING A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

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**Commitment for Title Insurance  
SCHEDULE B, PART I**

**Requirements**

Order No.: **117500-JT**

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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. 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.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:  
  
Olympic Peninsula Title Company  
495 W Spruce St #5  
Sequim, WA 98382  
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:  
Deeds: \$203.50 for the 1st page and \$1.00 for each additional page.  
Deeds of Trust: \$204.50 for the 1st page and \$1.00 for each additional page.  
  
Effective as of 7/25/2021
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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**Commitment for Title Insurance**

**SCHEDULE B, PART I**

(Continued)

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PCLS A & B LITTLEJOHN BLA SVY V73 P16

**NOTES:**

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
3. There are 1 conveyances affecting said land recorded within 24 months of the date of this report.
4. As of the date hereof we find no matters of record in Clallam County, Washington against JOHNSON AND HOLMES 2, LLC, which would appear as exceptions in the policy to issue, except as shown herein.

**END OF SCHEDULE B, PART I**

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**Commitment for Title Insurance  
SCHEDULE B, PART II**

**Exceptions**

Order No.: **117500-JT**

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, FAMILIAR 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:

- A.** 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.
- B. GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
  2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
  4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
  5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
  6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
  7. Unpatented mining claims, and all rights relating thereto.
  8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.
  9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
  10. Water rights, claims or title to water.

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**Commitment for Title Insurance**

**SCHEDULE B, PART II**

(Continued)

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**C. SPECIAL EXCEPTIONS TO FOLLOW:**

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.:03-30-30-219030

PROPERTY ID NO.:82939

YEAR: 2022

AMOUNT BILLED: NOT AVAILABLE, PAYABLE FEB. 15, 2022

TAX ACCOUNT NO.:03-30-30-219040

PROPERTY ID NO.:82940

YEAR: 2022

AMOUNT BILLED: NOT AVAILABLE, PAYABLE FEB. 15, 2022

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY LITTLEJOHN BOUNDARY LINE ADJUSTMENT SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2012-1282429 AND AMENDED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2012-1283789, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

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**Commitment for Title Insurance**

**SCHEDULE B, PART II**

(Continued)

4. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SHORT PLAT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2007-1202936, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTIONS IS PERMITTED BY APPLICABLE LAW.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

5. MATTERS SET FORTH BY SURVEY:

RECORDED: August 22, 2006  
RECORDING NO.: 2003-1186349 (V 61 OF SVYS. P 61 )

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: TOWN OF SEQUIM  
PURPOSE: WATER PIPE LINE  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: March 26, 1948  
RECORDING NO.: 237137

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: TOWN OF SEQUIM  
PURPOSE: WATER PIPE LINE  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: June 11, 1948  
RECORDING NO.: 239097

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: WATER LINE  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: September 12, 1972  
RECORDING NO.: 416144

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: WATER LINE  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: June 11, 1975  
RECORDING NO.: 443328

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**Commitment for Title Insurance**

**SCHEDULE B, PART II**

(Continued)

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY  
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: May 17, 1978  
RECORDING NO.: 482124
  
11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY  
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE OR SYSTEM  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: August 16, 1978  
RECORDING NO.: 485701
  
12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
PURPOSE: INGRESS AND EGRESS  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: February 27, 1980  
RECORDING NO.: 505288
  
13. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
PURPOSE: INGRESS, EGRESS AND WATER RIGHTS  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: January 22, 1986  
RECORDING NO.: 574322
  
14. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
PURPOSE: INGRESS, EGRESS AND UTILITIES  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: September 22, 1997  
RECORDING NO.: 761471
  
15. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:  
  
GRANTEE: CITY OF SEQUIM  
PURPOSE: STREET AND UTILITIES  
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED  
RECORDED: December 21, 2005  
RECORDING NO.: 2005-1171797

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**Commitment for Title Insurance**

**SCHEDULE B, PART II**

(Continued)

16. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: August 22, 2006

RECORDING NO.: 2006-1186350

REGARDING: LOT MERGER AND/OR BOUNDARY LINE ADJUSTMENT STATEMENT OF INTENT

17. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: December 13, 2021

RECORDING NO.: 2021-1430748

REGARDING: MEMORANDUM OF AGREEMENT

18. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

19. WE ARE INFORMED THAT JOHNSON AND HOLMES 2, 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 MODIFICATIONS OR AMENDMENTS MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.

ANY CONVEYANCE OR MORTGAGE BY SAID LIMITED LIABILITY COMPANY (LLC), MUST BE EXECUTED BY ALL THE MEMBERS OR EVIDENCE SUBMITTED THAT CERTAIN DESIGNATED MEMBERS OR MANAGERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.

**END OF SPECIAL EXCEPTIONS**

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