

**COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY**

**CHICAGO 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, **CHICAGO TITLE INSURANCE COMPANY**, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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- (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:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I—Requirements; [and]
  - Schedule B, Part II—Exceptions; and
  - 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**
- 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:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company’s written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - 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.

#### 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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# Fidelity Title Company

117 N. 4<sup>TH</sup> STREET • PO BOX 1682, YAKIMA, WASHINGTON 98907  
PHONE: (509) 248-6210 • (800) 666-8308 • FAX: (509) 248-2048

Agent for  
**CHICAGO TITLE INSURANCE COMPANY**  
**ALTA COMMITMENT**

### SCHEDULE A

Title Order No.: **199383 - YM**

To: **Fidelity Escrow**  
**117 N. 4th Street**  
**Yakima, WA 98901**  
Attn: **Christina Hennessy**  
[christina@fitico.com](mailto:christina@fitico.com)

1. Effective Date: **October 7, 2020 at 8:00 AM**

2. Policy to be issued:

- (a) 2006 ALTA **Standard** Owner's Policy  
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**  
Proposed Policy Amount: **\$10,000.00**

#### PREMIUM INFORMATION:

A. <b>GENERAL RATE</b>	<b>\$ TO COME</b>	Tax: \$	Total: \$
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3. The estate or interest in the Land described or referred to in this Commitment is **A Fee**

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

**ART MENSONIDES and TERESA MENSONIDES, husband and wife**

5. The Land is described as follows:

*See Exhibit A attached hereto and made a part of hereof.*

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Commitment No.: **199383**

**Exhibit A**

**PARCEL A**

**The North 1/2 of the East 1/2 of the Northwest 1/4 (Government Lot 2) of the Northeast 1/4 of Section 1, Township 9 North, Range 22, E.W.M.;**

**EXCEPT that portion of said subdivision conveyed to Yakima County, Washington, for road right of way by deed recorded under Auditor's File Number 1833778, records of Yakima County, Washington;**

**AND EXCEPT that portion of said subdivision conveyed to State of Washington for road right of way by deed recorded under Auditor's File Number 2545430, records of Yakima County, Washington.**

**Situated in Yakima County, State of Washington.**

**PARCEL B**

**That portion of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 9 North, Range 22, E.W.M., lying Westerly of the right of way for Drainage Improvement District No. 3 (Sub 4) Drain;**

**EXCEPT that portion conveyed to Yakima County, Washington, for road right of way by deed recorded under Auditor's File Number 1833778, records of Yakima County, Washington;**

**AND EXCEPT that portion of said subdivision conveyed to State of Washington for road right of way by deed recorded as Yakima County Auditor's File Number 2545430, records of Yakima County, Washington;**

**TOGETHER WITH the South 1/2 of the East 1/2 of the Northwest 1/4 (Government Lot 2) of the Northeast 1/4 of Section 1, Township 9 North, Range 22, E.W.M.**

**Situated in Yakima County, State of Washington.**

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**PARCEL C**

**That portion of the Northeast ¼ of the Northeast ¼ of Section 1, Township 9 North, Range 22, E.W.M., lying Easterly of the right of way for Drainage Improvement District NO. 3 (Sub 4) drain;**

**EXCEPT the East 30 feet thereof for county road;**

**EXCEPT that portion of said subdivision conveyed to Yakima County, Washington, for road right of way by deed recorded under Auditor's File Number 1833778, records of Yakima County, Washington;**

**AND EXCEPT that portion of said subdivision conveyed to State of Washington, for road right of way by deed recorded under Auditor's File Number 2545430, records of Yakima County, Washington.**

**Situated in Yakima County, State of Washington.**

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Commitment No.: **199383****SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. 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.

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### INFORMATION FOR THE CLOSER AND/OR INSURED:

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

This Commitment shall not oblige the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereof.

Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax applicable to a sale prior to 1/1/2020 is 1.78%.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;  
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;  
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;  
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% on the entire sales price in the following taxing districts:  
300, 305, 308, 309, 325, 326, 330, 331, 333, 334, 335, 349, 350, 420, 428, 440, 443, 460, 464, 520, 528, 540, 544, 560, 565, 581, 585 and 586. All other property is subject to local excise tax at the rate of .25%.

Pursuant to RCW 82.45.180, in addition to real estate excise tax collected by the Yakima County Treasurer, a filing fee of \$5.00 will be collected on all taxable transactions. A filing fee of \$10.00 will be collected on all non-taxable transactions, and on all transactions wherein the calculated tax payment is less than \$5.00.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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All documents presented for recording must be delivered by 2 p.m. to be recorded the day of delivery. Any documents presented for recording after 2 p.m. will be recorded the next day that the Yakima County Auditor's Office is open.

When E-Recording documents requires excise clearance, checks must be made payable to **Fidelity Title Company**. In accordance with Washington State Insurance Commissioner rules, all recording fees, excise tax, and excise affidavit filing fees must be included with recording packages. Failure to include these 3<sup>rd</sup> party fees will result in a delay of your recording.

**NOTES:**

1. Parcel number(s) assigned by the Yakima County Assessor's Office based upon their own composed narrative description, and used by the Yakima County Treasurer's Office in the collection of real property taxes and assessments:  
**220901-12008 (Parcel A)**  
**220901-11005 (Parcel B)**  
**220901-11004 (Parcel C)**  
NOTE: The designated Levy Code is 463
2. Assessment levied by [Soil Conservation District Number 1](#) for the year 2020 in the original amount of \$20.80, which has been paid.
3. Assessment levied by [Weed Control District Number 1](#) for the year 2020 in the original amount of \$21.87, which has been paid.
4. Assessment levied by [Yakima County Stormwater Fee](#) for the year 2020 in the original amount of \$88.50, which has been paid.
5. Assessment levied by [Horticulture Pest & Disease Control District](#) for the year 2020 in the original amount of \$3.00, which has been paid.
6. The abbreviated legal description will read as follows:  
  
[PTN N 1/2 NE 1/4 S1 T9N R22 EWM](#)
7. Title Contact: Yvonne Munson, [yvonne@fstitleco.com](mailto:yvonne@fstitleco.com)
8. 1 cc: Sackman Law, Attn: Nicole Amoruso, [nicole@sackmannlaw.com](mailto:nicole@sackmannlaw.com)  
1 cc: Sackman Law, Attn: Steve Sackmann, [steve@sackmannlaw.com](mailto:steve@sackmannlaw.com)

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Commitment No.: **199383****SCHEDULE B, PART II**  
**Exceptions**

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:

**GENERAL EXCEPTIONS:**

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the Public Records.
- D. Any lien, or right to a lien for contributions to employees benefit funds, or for state workers' compensation, or for services, labor or material heretofore or hereafter furnished, all as imposed by law and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, natural gas or other utilities or garbage collection and disposal.
- G. Reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.

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- J. 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.

**SPECIAL EXCEPTIONS:**

1. Real Estate Excise Tax as may be due on this transfer.
2. Real property taxes for the second half of the assessment year 2020 in the original amount of \$643.51, which shall be delinquent after October 31<sup>st</sup>.
3. Assessment levied by Yakima County Stormwater Fee for the second half of the year 2020, in the amount of \$29.50, which shall be delinquent after October 31<sup>st</sup>. As to Parcel C.
4. Charges or assessments which may be due the Sunnyside Valley Irrigation District for construction, and/or operation and maintenance.
5. Mortgage and Fixture Filing, and the terms and conditions thereof, wherein Trijntje Mensonides, same person as Theresa Mensonides and Art Mensonides, a married couple is Mortgagor, and Northwest Farm Credit Services, FLCA is Mortgagee, in the original amount of \$3,000,000.00, dated November 9, 2016 and recorded November 18, 2016, under Auditor's File Numbers 7928574 and 7928575. Includes other property.
6. Subordination Agreement, its terms and conditions, executed by Mensonides Dairy to Northwest Farm Credit Services, FLCA, and recorded November 18, 2016, under Auditor's File Number 7928576. Includes other property.
7. Mortgage and Fixture Filing, wherein Art Mensonides and Trijntje Mensonides, same person as Theresa Mensonides is Mortgagor, and Northwest Farm Credit Services, PCA is Mortgagee, in the original amount of \$600,000.00, dated November 9, 2016 and recorded November 18, 2016, under Auditor's File Numbers 7928578 and 7928579. Includes other property.
8. Subordination Agreement, its terms and conditions, executed by Mensonides Dairy to Northwest Farm Credit Services, PCA, and recorded November 18, 2016, under Auditor's File Number 7928580. Includes other property.
9. Memorandum of Restructure Agreement, wherein Art Mensonides and Trijntje (Theresa) Mensonides is Grantor, and Northwest Farm Credit Services, PCA is Grantee, recorded May 26, 2017, under Auditor's File Number 7946496. Includes other property.

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10. Unrecorded Lease and the terms and conditions thereof, executed by Art Mensonides and Theresa Mensonides, also known as Trijntje Mensonides, a married couple, as Lessor, and Mensonides Dairy, L.L.C., a Washington limited liability company, which also appears of record as Mensonides Dairy, LLC as Lessee, and disclosed by Subordination Agreement recorded November 18, 2016, under Auditor's File Number 7928580. Includes other property.
11. Unrecorded Lease and the terms and conditions thereof, executed by Art Mensonides and Theresa Mensonides, also known as Trijntje Mensonides, a married couple, as Lessor, and Mensonides Dairy, L.L.C., a Washington limited liability company, which also appears of record as Mensonides Dairy, LLC as Lessee, and disclosed by Subordination Agreement recorded November 18, 2016, under Auditor's File Number 7928576. Includes other property.
12. Pending proceedings in U.S. District Court Case Number 18-01683-FLK11, wherein Art Mensonides and Trijntje Mensonides, the Debtor, filed a petition for relief on June 14, 2018. Further proceedings are necessary.
13. Easement and rights of way over the lands herein described as may be necessary for canals, tunnels, or other conduits and for telephone and transmission lines, required in connection with the irrigation works constructed, disclosed by deeds or water contracts appearing in the record executed in favor of: Sunnyside Valley Irrigation District.
14. Terms and conditions contained in deed executed by the Washington Irrigation Company as to water, water rights, payments for water, rights of way for water conduits and other matters, disclosed by instrument recorded in Volume 8 of Deeds, Pages 96 and 98, and in Volume 55 of Deeds, Pag 54, records of Yakima County, Washington.
15. Terms and conditions of that certain deed executed by the Yakima Investment Company recorded on December 5, 1898, in Volume 5 of Deeds, Page 120, records of Yakima County, Washington.
16. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for irrigation system over and across the Northerly line of said premises, in favor of State of Washington, as recorded May 17, 1979, under Auditor's File Number 2545431.
17. Right of way and secondary easement granted to Pacific Power and Light Company for lines and appurtenances, the specific location of which is not disclosed, granted by instrument recorded September 14, 1970, under Auditor's File Number 2230449.
18. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for covered drain, in favor of Drainage District Number 3 Sub 4, as recorded April 17, 1972, under Auditor's File Number 2279807.

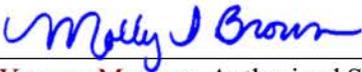
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Commitment No.: **199383**

19. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for drain, in favor of Yakima County, as recorded July 12, 1905, in Volume 25, Page 57.

**CHICAGO TITLE INSURANCE COMPANY**  
**Fidelity Title Company** YVONNE MUNSON BY

By:   
Yvonne Munson, Authorized Signatory

jr/10-08-20

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**Fidelity Title Company**  
As agent for  
**Chicago Title Insurance Company and**  
**Fidelity National Title Insurance Company**  
(Members of the Fidelity National Financial, Inc. group of companies)

**Privacy Statement**

**Effective Date: January 1, 2020**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

**Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

Range 22 Township 09 Section 01

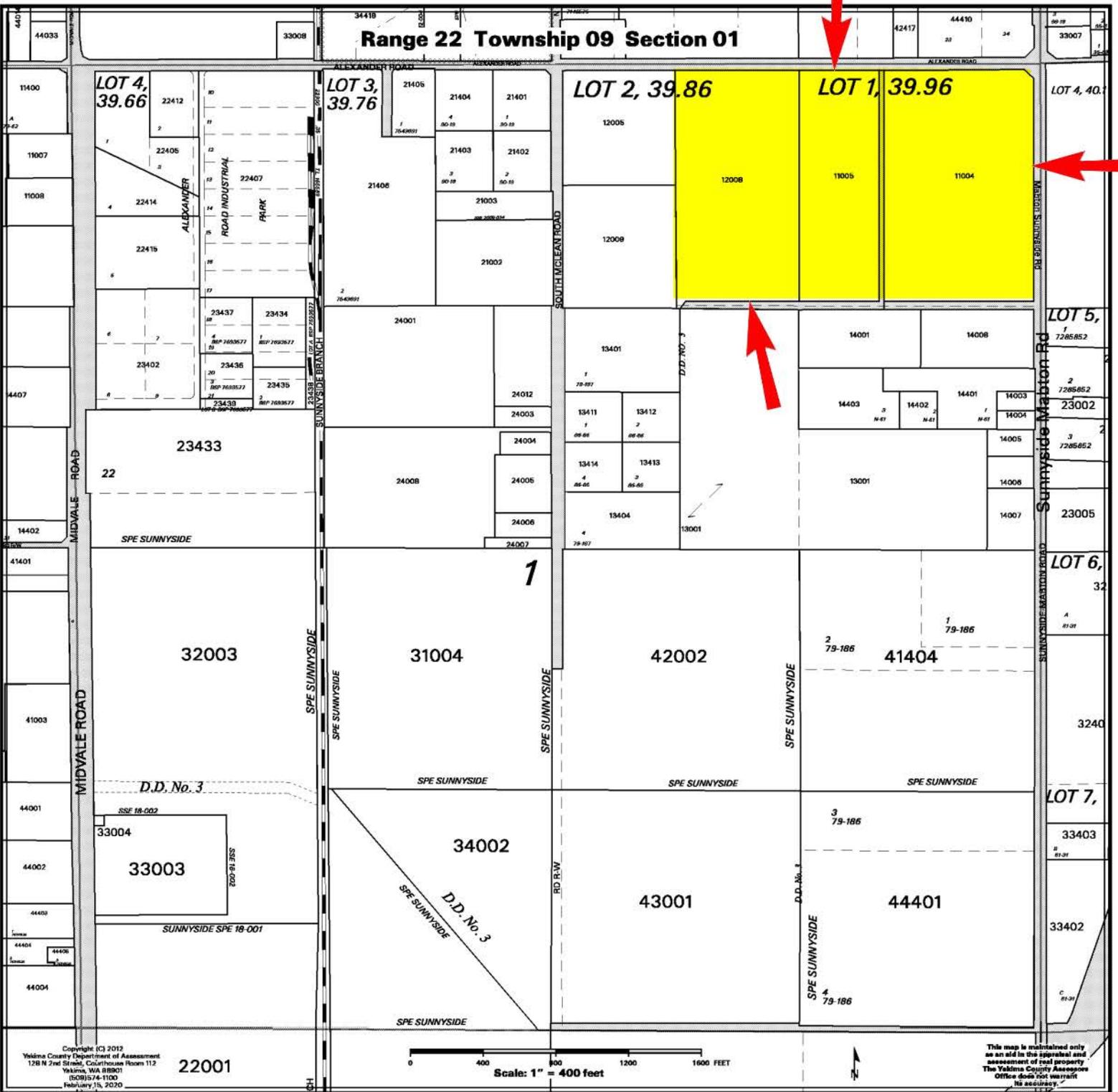
LOT 4, 39.66

LOT 3, 39.76

LOT 2, 39.86

LOT 1, 39.96

LOT 4, 40.1



22001

Scale: 1" = 400 feet

This map is maintained only as an aid in the appraisal and assessment of real property. The Yakima County Assessor's Office does not warrant its accuracy.

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Yakima County Department of Assessment  
128 N 2nd Street, Courthouse Room 112  
Yakima, WA 98901  
(509)574-1100  
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