



# Chicago Title Insurance Company

**Commitment No. P104494**

## COMMITMENT FOR TITLE INSURANCE

**Issued by  
Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*


*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

CHICAGO TITLE INSURANCE COMPANY



By:   
President  
ATTEST  
  
Secretary

Countersigned: Steve Ellis  
Authorized Signatory



# CHICAGO TITLE INSURANCE COMPANY

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## COMMITMENT FOR TITLE INSURANCE NO. P104494

**PREPARED FOR:**

Keller Williams Realty  
2120 W Woodin Ave  
Chelan, WA 98816

**INQUIRIES SHOULD BE MADE TO:**

Pioneer Title Company, LLC  
201 N. Mission Street  
Wenatchee, WA 98801  
Phone: (509)663-1125  
Fax : (509)663-6823

Customer Reference:

CFLP Property LLC/TBA

Attn: Steve Ellis, Title Officer

Effective Date : 11/04/21 at 08:00 AM

### SCHEDULE A

## 1. Policy or policies to be issued:

ALTA Owner's Policy (06/17/06)  
Coverage : Standard  
Liability : \$  
Premium : \$  
Tax : \$  
Proposed Insured:

To be approved by the company

ALTA Loan Policy (06/17/06)  
Coverage : Extended  
Liability : \$  
Premium : \$  
Tax : \$  
Proposed Insured:

To be approved by the company

2. The estate or interest in the land described or referred to in this commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

CFLP Property LLC, a Washington limited liability company

4. The land referred to in this Commitment is described as follows:

SEE SCHEDULE A CONTINUED

**LEGAL DESCRIPTION**

**SCHEDULE A CONTINUED**

The land referred to in this Commitment is described as follows:

Parcel A of Boundary Line Adjustment 2003-033, Chelan County, Washington, recorded April 8, 2003, under Auditor's file No. 2140596, legally described as follows:

A parcel of land situated in the Northeast quarter of the Northeast quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington, and being a portion of that same property as described in deed from the Olds Company recorded August 8, 1912 in Volume 100 of Deeds, Page 615, in and for said county, lying between two lines drawn parallel with and distance, respectively, 38.0 feet and 110.00 feet Northwesterly, as measured at right angles to the main track of Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Wenatchee to Oroville branch line, as now located and constructed, bounded on the Northeast by a line drawn at right angles to said main track centerline at a point distant 582.70 feet Southwesterly, as measured along said main track centerline, from the intersection with the North line of said Section 28, and bounded on the South by a line described as follows:

Commencing at an iron rod in monument case in the intersection of Penny Road and Chester Kimm Avenue, said point bears North 89°35'29" East 375.56 feet from the North one quarter corner of said Section 28; thence South 00°59'45" East along the centerline of Chester Kimm Avenue 721.00 feet; thence North 89°00'15" East 549.55 feet; thence Southeast 77.02 feet; thence North 89°31'24" East 269.17 feet; thence South 00°00'00" West 45.00 feet; thence North 89°31'24" East 45.00 feet; thence South 00°00'00" West 147.40 feet; thence North 89°31'24" East 78.50 feet to the Westerly railroad right of way; thence along said right of way North 39°40'29" East 559.12 feet to the True Point of Beginning of said line; thence leaving said right of way North 50°19'31" West 72.00 feet, and the end of said described line,

TOGETHER WITH that portion of the Northeast quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington, being a part of Parcel A of Boundary Line Adjustment 2008-050 recorded under Auditor's File No. 22832126, records of said county described as follows:

Commencing at the intersection of Penny Road and Technology Center Way as monumented by a 5/8 inch rebar in a monument case; thence along the centerline of Technology Center Way, South 00°32'13" West 681.59 feet to a 5/8 inch rebar in a monument case; thence North 89°00'43" East 124.46 feet to a 5/8 inch rebar in a monument case; thence leaving said Technology Center Way, South 00°59'17" East 30.00 feet to the South line of said Parcel A; thence along said line, North 89°02'28" East 206.71 feet to a 5/8 inch rebar and the True Point of Beginning of this described portion; thence leaving said line, North 01°01'35" West 46.31 feet; thence continue North 01°01'35" West 52.40 feet; thence North 39°41'14" East 401.20 feet to the North line of Parcel A of Boundary Line Adjustment 2008-050; thence along said line, North 89°53'05" East 40.75 feet; thence South 00°06'55" East 62.37; thence South 50°18'46" East 14.92 feet to the Northwesterly line of said Parcel A as described in Boundary Line Adjustment 2003-033; thence along the Northwesterly and Southwesterly lines of said parcel, South 39°41'14" West 425.13 feet; thence South 50°18'46" East 12.08 feet to a 5/8 inch rebar; thence leaving said parcel lines, South 89°02'28" West 44.61 feet to the Point of Beginning.

**SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey
- 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 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 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, tap, capacity or construction charges for sewer, water, electricity natural gas or other utilities, or garbage collection and disposal.
- G. Reservations and 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.
- J. 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 proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

**SPECIAL EXCEPTIONS:**

- 1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year : 2021  
Tax parcel number : 23-20-28-110-750  
Assessed value-land : \$484,823.00  
Assessed value-improvements : \$473,676.00  
Assessed value-total : \$958,499.00

General and special taxes  
Billed : \$10,329.71  
Amount first half : \$5,164.92  
Amount second half : \$5,164.79  
Paid : \$10,329.71

- 2. Deed of Trust  
Amount : Not disclosed  
Dated : 08/01/2011  
Recorded : 08/08/2011  
Volume/Page : N/A  
Auditor's File No. : [2347014](#)  
Grantor : CFLP Property LLC, a Washington limited liability company  
Trustee : Stewart Title Guaranty Company  
Beneficiary : Banner Bank

3. Deed of Trust  
Amount : \$394,000.00  
Dated : 09/21/2011  
Recorded : 09/27/2011  
Volume/Page : N/A  
Auditor's File No. : [2349659](#)  
Grantor : CFLP Property LLC, a Washington limited liability company, who acquired title as CFLP Property, LLC  
Trustee : Pioneer Title Company  
Beneficiary : Northwest Business Development Association  
  
The beneficial interest under said deed of trust was assigned by instrument  
Dated : 09/22/2011  
Recorded : 09/27/2011  
Auditor's No. : [2349660](#)  
Assigned to : U.S. Small Business Administration
4. A lease affecting the premises herein stated, memorandum thereof dated and recorded as herein set forth, executed by and between the parties herein named for the terms and upon the terms, covenants and conditions therein provided.  
Dated : 09/21/2011  
Lessor : CLFP Property, LLC, a Washington Limited Liability Company  
Lessee : Chateau Faire Le Pont, LLC, a Washington Limited Liability Company  
Term : The Lease shall be for a term of 252 months commencing August 1, 2011, and terminating July 31, 2032  
Recorded : 09/27/2011  
Auditor's No. : [2349661](#)  
  
Subordination Agreement recorded September 27, 2011 under Auditor's File No. [2349664](#), referencing the Deed of Trust recorded September 27, 2011 under Auditor's File No. [2349659](#) and referencing the Lease recorded September 27, 2011 under Auditor's File No. [2349661](#)
5. An Assignment of Leases and Cash Collateral was  
Executed By : CFLP Property, LLC, a Washington Limited Liability Company and Chateau Faire Le Pont, LLC, a Washington Limited Liability Company  
To : Northwest Business Development Association  
Dated : 09/21/2011  
Recorded : 09/27/2011  
Auditor's File No. : [2349662](#)
6. An Assignment of Assignment of Leases and Cash Collateral was  
Executed By : Northwest Business Development Association, a Washington Nonprofit Corporation  
To : U.S. Small Business Administration  
Dated : 09/22/2011  
Recorded : 09/27/2011  
Auditor's File No. : [2349663](#)
7. Terms and provisions of an instrument entitled, Third Party Lender Agreement, recorded September 27, 2011 under Auditor's File No. [2349665](#).
8. Any security interest in goods which are or may become fixtures and or attachments located on said premises created or existing under the provisions of the uniform commercial code R. C. W. 62A.
9. Title will be further subject to a search of the records against the name of the buyer, when said information is provided.
10. Rights and liabilities under customary agreement for water rights in Wenatchee Reclamation District, including the restriction of the use of said water to irrigation, stock and domestic purposes, the granting of an easement for lateral ditches and pipelines used in connection therewith, and the creation of a lien upon the land for assessments therein as disclosed by various instruments of record.

11. Release of damages executed by the party herein named releasing the herein named from all future claims for damage resulting from the act herein  
Dated : 08/08/1912  
Recorded : 08/08/1912  
Auditor's No. : [45452](#)  
Executed by : The Olds Company, a Washington Corporation  
Act : Operation of a railroad
12. Easement for the purposes stated herein, and incidental purposes,  
For : Poles, wires, and guy wires  
In favor of : The Pacific Telephone and Telegraph Company  
Recorded : 06/06/1929  
Auditor's No. : [181242](#)  
Volume/Page : 214/70
13. Easement for the purposes stated herein, and incidental purposes,  
For : A sewer pipeline  
In favor of : Public Utility District No. 1 of Chelan County, Washington, a municipal corporation  
Recorded : 09/17/1982  
Auditor's No. : [8209170032](#)  
Volume/Page : 800/121
14. Agreement executed by and between the parties herein named upon the conditions therein provided.  
Between : The Port of Chelan County, Washington, a municipal corporation, and Public Utility District No. 1 of Chelan County, Washington  
Dated : 07/28/1982  
Recorded : 02/22/1985  
Auditor's No. : [8502250001](#)
15. Reservations contained in Quit Claim Deed  
Executed by : Burlington Northern Railroad Company (formerly named Burlington Northern Inc.) a Delaware Corporation  
Recorded : 12/19/1994, 02/22/1995 and 01/12/1996  
Auditor's No. : [9412190083](#), [9502230002](#), [9601160001](#)  
As follows :  
Excepting and reserving, however, unto said grantor, its successors and assigns all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature, including sand and gravel, underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights
16. Easement for the purposes stated herein, and incidental purposes,  
For : Roadway  
In favor of : Burlington Northern Railroad Company (formerly named Burlington Northern Inc.) a Delaware Corporation  
Recorded : 12/19/1994 and 02/22/1995  
Auditor's No. : [9412190083](#) and [9502230002](#)  
Volume/Page : 1034/2525 and 1038/523
17. Terms and provisions regarding matters as set forth in Quit Claim Deeds recorded December 19, 1994 and February 22, 1995 under Auditor's File Nos. [9412190083](#) and [9502230002](#)
18. Terms and conditions as contained in Short Plat No. 3520 including the waiver of claims for damages against any governmental authority to adjacent land by the construction, drainage and maintenance of public roads.  
Recorded : 07/19/1996 and 12/11/1996  
Auditor's No. : [9607220007](#) and [9612110027](#)  
Book/Page : 1070/0137 and 1079/0394

19. Covenants, conditions and restrictions contained in Declaration of Protective Restrictions, 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.  
Recorded : 12/11/1996  
Auditor's No. : [9612110028](#)
20. Easement for the purposes stated herein, and incidental purposes,  
For : Drainage easement  
In favor of : The Port of Chelan County, a Washington municipal corporation  
Recorded : 12/11/1996  
Auditor's No. : [9612110030](#)  
Volume/Page : 1079/0406
21. Easement for the purposes stated herein, and incidental purposes,  
For : Underground water utility  
In favor of : Public Utility District No. 1 of Chelan County, a Washington Municipal Corporation  
Recorded : 04/29/2002  
Auditor's No. : [2115519](#)  
Volume/Page : N/A
22. Terms and conditions as contained in Boundary Line Adjustment No. 2003-033 including the waiver of claims for damages against any governmental authority to adjacent land by the construction, drainage and maintenance of public roads.  
Recorded : 04/08/2003  
Auditor's No. : [2140596](#)  
Book/Page : N/A
23. Terms and provisions of an instrument entitled, Notice of Claim to Severed Mineral Interest, recorded December 17, 2002 under Auditor's File No. [2131533](#)
24. Easement for the purposes stated herein, and incidental purposes,  
For : Underground sewer utility easement  
In favor of : Public Utility District No. 1 of Chelan County, a Washington Municipal Corporation  
Recorded : 05/21/2004  
Auditor's No. : [2174138](#)  
Volume/Page : N/A
25. Easement for the purposes stated herein, and incidental purposes,  
For : Overhead and or underground utility easement  
In favor of : Public Utility District No. 1 of Chelan County, a Washington Municipal Corporation  
Recorded : 05/21/2004  
Auditor's No. : [2174139](#)  
Volume/Page : N/A
26. Easement for the purposes stated herein, and incidental purposes,  
For : Water line easement  
In favor of : Public Utility District No. 1 of Chelan County, a Washington Municipal Corporation  
Recorded : 05/21/2004  
Auditor's No. : [2174142](#)  
Volume/Page : N/A
27. Covenants, conditions and restrictions contained in Declaration of Protective Restrictions, 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.  
Recorded : 10/14/2005  
Auditor's No. : [2211790](#)

Amendment to said Covenants, Conditions and Restrictions Railroad Warehouse Property recorded 07/06/2016 under Auditor's File Nos. [2439974](#) and [2439977](#)

28. Terms and provisions of an instrument entitled, Declaration of Access and Underground Utility Easement, recorded May 30, 2008 under Auditor's File No. [2283128](#)
29. Easement for the purposes stated herein, and incidental purposes,  
For : Access and utilities  
In favor of : Port of Chelan County, a Washington Municipal Corporation  
Recorded : 08/08/2011  
Auditor's No. : [2347011](#)  
Volume/Page : N/A
30. Terms and conditions as contained in BLA 2003-033 including the waiver of claims for damages against any governmental authority to adjacent land by the construction, drainage and maintenance of public roads.  
Recorded : 04/08/2003  
Auditor's No. : [2140596](#)  
Book/Page : N/A
31. Terms and conditions as contained in BLA 2016-094 including the waiver of claims for damages against any governmental authority to adjacent land by the construction, drainage and maintenance of public roads.  
Recorded : 07/08/2016  
Auditor's No. : [2439970](#)  
Book/Page : N/A
32. Terms, conditions and provisions of an instrument entitled Irrigation System Agreement recorded 12/08/2016 under Auditor's File No. [2449186](#)
33. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
34. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
35. Reservations and exceptions in United States patents or in acts authorizing the issuance thereof.
36. Water rights, claims or title to water.
37. For the ALTA Extended Coverage Loan Policy, the following matter or matters have not yet been cleared:
  - A. Encroachments and questions of location, boundary and area, disclosed only by inspection of the premises or by survey.
  - B. Easements, prescriptive rights, right-of-way, streets, roads, alleys or highways not disclosed by the public records.
  - C. Rights or claims disclosed only by possession, or claimed possession, of the premises.
  - D. 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.

Notes:

Note 1: According to available information the address of the improvements, a commercial building, located on said land is : 1 Vineyard Way, Wenatchee, WA 98801

Note 2 : The abbreviated legal is as follows: Ptn NE NE 28-23-20

Note 3: See attached for a 24 month chain of title.



Note 4: 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.

Note 5: The cancellation fee is a minimum of \$50.00 plus tax.

Note 6: A \$5.43 per document e-record fee will be charged.

**END OF SPECIAL EXCEPTIONS**

**END OF SCHEDULE B**

**Pioneer Title Company, LLC**  
**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

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

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

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

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

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

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- \*Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- \*Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

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

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*