06/07/2013 10:10:11 AM 3182865
Recording Fee $73.00 Page 1 of 2
Statutory Warranty Deed INLAND PROFESSIONAL TITLE
Okanogan County Washington

After Recording Return To:
Washington Department of Fish and Wildlife
Real Estate Services
600 Capitol Way North
Olympia, WA 98501-1091
Attn: Thom Woodruff

WF-MCLOUGHLIN FALLS
WILSON/HAWKS - PH 2
OKANOGAN COUNTY
120504 10 AC

INLAND PROFESSIONAL TITLE, LLC

49963-kv

Document Title: Statutory Warranty Deed
Reference No. Of Related Document: AFN 3170923
Grantor: Matthew Wilson and Edna Hawkes
Grantee: The State of Washington, The Department of Fish and Wildlife
Abbreviated Legal Description: PTN GOV'T LOTS 1 & 3, 16-36-27
Assessor Parcel Nos.: 3627161004
County: Okanogan

STATUTORY WARRANTY DEED

The Grantor, **MATTHEW WILSON**, a married man as his separate estate and **EDNA HAWKES**, a married woman as her separate estate, for and in consideration of **THIRTY-FIVE THOUSAND DOLLARS ($35,000.00)**, conveys and warrants to **THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE**, the following described real estate situated in the County of Okanogan, State of Washington:

THAT PORTION OF GOVERNMENT LOTS 1 AND 3, SECTION 16, TOWNSHIP 36 NORTH, RANGE 27 EAST, W.M., LYING EASTERLY OF THE PROPERTY CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED DATED SEPTEMBER 9, 1909 AND RECORDED IN VOLUME "X" OF DEEDS, PAGE 403, IN THE RECORDS OF OKANOGAN COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH 450 FEET OF GOVERNMENT LOT 1, AND THE NORTH 310 FEET OF GOVERNMENT LOT 3, EXCEPT THE SOUTH 160 FEET OF THE EAST 450 FEET OF SAID NORTH 310 FEET.

TOGETHER WITH: All and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. And further, for the consideration aforesaid, the Grantor above named hereby conveys and quitclaims unto The State of Washington, The Department of Fish and Wildlife, its successors and assigns, all right, title, and interest which Grantor may have in and to the banks, beds and waters of any streams, or any lands not adequately described, opposite or fronting upon the fee lands above described and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress and egress appurtenant thereto.

SUBJECT TO: Existing easements for public roads, public highways, public utilities, public railroads and public pipelines; reservations, exceptions and any other outstanding rights contained in or referred to in patents issued by The United States.

ALSO SUBJECT TO:

a) RELEASE AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: NOVEMBER 19, 1909;
RECORDING NO.: 58747 (BOOK "X" OF DEEDS, PAGE 403)
REGARDING: RELEASES RAILWAY COMPANY FROM ALL CLAIMS RESULTING FROM THE OPERATION OF A RAILWAY OVER SAID PREMISE

b) EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY;
PURPOSE: THE RIGHT TO CONSTRUCT, RECONSTRUCT, EXCAVATE AND MAINTAIN AN ELECTRICAL OVERHEAD AND/OR UNDERGROUND DISTRIBUTION LINE, ASSOCIATED FIXTURES AND APPURTENANCES THERETO;
RECORDED: FEBRUARY 6, 1953;
RECORDING NO.: 407516 (BOOK 135, PAGE 445).

108136
EXCISE TAX PAID
$540.50
JUN 7 2013
BY Chisher
TREASURER OKANOGAN COUNTY

c) EASEMENT AND THE TERMS AND CONDITIONS THEREOF
PURPOSE: ROADWAY;
AREA AFFECTED: A PORTION OF SAID PREMISES;
RECORDED: OCTOBER 8, 1965;
RECORDING NO.: 530814.

d) TERMS AND CONDITIONS OF AN EASEMENT:
GRANTEE: RUSSELL HOLMES AND JULIA HOLMES, HUSBAND AND WIFE;
PURPOSE: ROADWAY EASEMENT;
RECORDED: JULY 30, 1964;
RECORDING NO.: 516569.

e) TERMS AND CONDITIONS OF AN EASEMENT:
GRANTEE: RUSSELL HOMES AND JULIA HOLMES, HUSBAND AND WIFE;
PURPOSE: ROADWAY EASEMENT;
RECORDED: JULY 30, 1964;
RECORDING NO.: 516570.

Matthew N Wilson
Matthew Wilson
Date: 6/4/2013

Edna Hawkes
Edna Hawkes
Date: 6-5-13

STATE OF WASHINGTON)
)ss
County of Lincoln)

I certify that I know or have satisfactory evidence that Matthew Wilson is the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 4th day of June, 2013.

Notary Public in and for the State of Washington,
residing at Wilbur.
My appointment expires 11-14-16.

KIMBERLY A. DREGER
COMMISSION EXPIRES
NOTARY
PUBLIC
11-14-16
STATE OF WASHINGTON

STATE OF Kansas)
)ss
County of McPherson)

I certify that I know or have satisfactory evidence that Edna Hawkes is the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 5 day of June, 2013.
Tammy K. Thompson
Notary Public in and for the State of Kansas,
residing at McPherson.
My appointment expires 10-10-16.

TAMMY K. THOMPSON
State of Kansas
NOTARY PUBLIC
My Appt.Exp. 10-10-16

WF-MCLOUGHLIN FALLS
WILSONS/HAWKS - PH 2
OKANOGAN COUNTY
120504

Fidelity National Title Insurance Company

POLICY NO.: 82306-89028287

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIDELITY NATIONAL TITLE INSURANCE COMPANY** (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, **FIDELITY NATIONAL TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned by:

Patrick Smith

Authorized Signature

Fidelity National Title Insurance Company

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

BY _______ President

ATTEST _______ Secretary

Authorized Signature

AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: **Inland Professional Title, LLC**
P.O. Box 2118, 715 Okoma Dr.
Omak, WA 98841

Policy No.: **82306-89028287** File No.: **00049963-751-KV**

OK

Address Reference: **210 Janis Road S., Tonasket, WA 98855**

Amount of Insurance: **$35,000.00** O/C Premium: **$313.00**

Date of Policy: **June 7, 2013 at 5:00 P.M.**

1. Name of Insured:

   The State of Washington, The Department of Fish & Wildlife

2. The estate or interest in the Land that is insured by this policy is:

   A FEE SIMPLE ESTATE

3. The estate or interest referred to herein is at Date of Policy vested in:

   The State of Washington, The Department of Fish & Wildlife

4. The Land referred to in this policy is described as follows:

   See Exhibit A attached hereto and made a part hereof

LEGAL DESCRIPTION

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOTS 1 AND 3, SECTION 16, TOWNSHIP 36 NORTH, RANGE 27 EAST, W.M., LYING EASTERLY OF THE PROPERTY CONVEYED TO THE GREAT NORTHERN RAILWAY BY DEED DATED SEPTEMBER 9, 1909 AND RECORDED IN VOLUME "X" OF DEEDS, PAGE 403, IN THE RECORDS OF OKANOGAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH 450 FEET OF GOVERNMENT LOT 1, AND THE NORTH 310 FEET OF GOVERNMENT LOT 3, EXCEPT THE SOUTH 160 FEET OF THE EAST 450 FEET OF SAID NORTH 310 FEET.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

GENERAL EXCEPTIONS

1. Taxes or assessments which are not now payable or 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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. 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, and that is not shown by the Public Records.

5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Workmen's Compensation Acts, not disclosed by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

SPECIAL EXCEPTIONS

SCHEDULE B
(Continued)

1. RELEASE AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:	NOVEMBER 19, 1909;
RECORDING NO.:	58747 (BOOK "X" OF DEEDS, PAGE 403)
REGARDING:	RELEASES RAILWAY COMPANY FROM ALL CLAIMS RESULTING FROM THE OPERATION OF A RAILWAY OVER SAID PREMISES.

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:	PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY;
PURPOSE:	THE RIGHT TO CONSTRUCT, RECONSTRUCT, EXCAVATE AND MAINTAIN AN ELECTRICAL OVERHEAD AND/OR UNDERGROUND DISTRIBUTION LINE, ASSOCIATED FIXTURES AND APPURTENANCES THERETO;
RECORDED:	FEBRUARY 6, 1953;
RECORDING NO.:	407516 (BOOK 135, PAGE 445).

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE:	ROADWAY;
AREA AFFECTED:	A PORTION OF SAID PREMISES;
RECORDED:	OCTOBER 8, 1965;
RECORDING NO.:	530814.

4. TERMS AND CONDITIONS OF AN EASEMENT:

GRANTEE:	RUSSELL HOLMES AND JULIA HOLMES, HUSBAND AND WIFE;
PURPOSE:	ROADWAY EASEMENT;
RECORDED:	JULY 30, 1964;
RECORDING NO.:	516569.

5. TERMS AND CONDITIONS OF AN EASEMENT:

GRANTEE:	RUSSELL HOMES AND JULIA HOLMES, HUSBAND AND WIFE;
PURPOSE:	ROADWAY EASEMENT;
RECORDED:	JULY 30, 1964;
RECORDING NO.:	516570.

6. LACK OF A RECORDED EASEMENT PROVIDING ACCESS TO THE LANDS HEREIN DESCRIBED FROM ANY PUBLIC ROAD.

   NOTE: IN SECTION 20 AND 21 A PORTION OF THE ACCESS ROAD SERVING SAID PREMISES CROSSES OVER LANDS OWNED BY THE UNITED STATES BUREAU OF LAND MANAGEMENT.

   NOTE: A PORTION OF OKANOGAN COUNTY ROAD NO. 3797 (KEYSTONE ROAD) WAS VACATED ON MARCH 31, 1998 UNDER AUDITOR'S FILE NO. 863937, VACATING THE ROAD IN A PORTION OF SECTION 33 AND ALL OF SECTIONS 32 AND 29.

7. LACK OF A RECORDED MEANS OF INGRESS AND EGRESS TO A PUBLIC ROAD DUE TO THE LOCATION OF A RAILROAD RIGHT-OF-WAY BETWEEN THE LAND AND A PUBLIC ROAD.

END OF EXCEPTIONS

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as 'Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the

Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department, P.O. Box 45023, Jacksonville, Florida 32232-5023.

of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the

Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department, P.O. Box 45023, Jacksonville, Florida 32232-5023.

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

Inland Professional Title, LLC
P.O. Box 2118, 715 Okoma Drive
Omak, WA 98841

ESTIMATED - Figures subject to change

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins	6. File Number: 00049963-751 KV	7. Loan Number:	8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name of Borrower: The State of Washington, The Department of Fish & Wildlife

Address of Borrower: Real Estate Services 600 Capital Way N.
Olympia, WA 98501

E. Name of Seller: Matthew Wilson — Edna Hawkes

Address of Seller: 2248 N Hwy 21, Odessa, WA 99159 — 415 W 2nd St, McPherson, KS 67460

F. Name of Lender:
Address of Lender:

G. Property Location: 210 Janis Road S.,
Tonasket, WA 98855
Okanogan 3627161004
PT GOV'T LOTS 1 & 3, 16-36-27

H. Settlement Agent: Inland Professional Title, LLC
(509) 422-3490
P.O. Box 2118, 715 Okoma Drive, Omak, WA 98841

Place of Settlement: Inland Professional Title, LLC
(509) 422-3490
P.O. Box 2118 715 Okoma Drive Omak, WA 98841

I. Settlement Date: 06/04/2013	Proration Date: 06/04/2013	Funding Date:	Disburse Date:

J. Summary of Borrower's Transaction

100.	**Gross Amount Due from Borrower**	
101.	Contract sales price	35,000.00
102.	Personal property	
103.	Settlement charges to borrower (line 1400)	1,199.92
104.		
105.		
	Adjustments for items paid by seller in advance	
106.	City/town taxes to	
107.	County taxes 06/04/2013 to 12/31/2013	379.84
108.	Assessments to	
109.		
110.		
111.		
112.		
113.		
114.		
115.		
120.	Gross Amount Due from Borrower	36,579.76
200.	**Amounts Paid by or in Behalf of Borrower**	
201.	Deposit or earnest money	
202.	Principal amount of new loan(s)	
203.	Existing loan(s) taken subject to	
204.		
205.		
206.		
207.		
208.		
209.		
	Adjustments for items unpaid by seller	
210.	City/town taxes to	
211.	County taxes to	
212.	Assessments to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220.	Total Paid by/for Borrower	
300.	**Cash at Settlement from/to Borrower**	
301.	Gross amount due from borrower (line 120)	36,579.76
302.	Less amounts paid by/for borrower (line 220)	
303.	**Cash ■ From ☐ To Borrower**	**36,579.76**

K. Summary of Seller's Transaction

400.	**Gross Amount Due to Seller**	
401.	Contract sales price	35,000.00
402.	Personal property	
403.		
404.		
405.		
	Adjustments for items paid by seller in advance	
406.	City/town taxes to	
407.	County taxes 06/04/2013 to 12/31/2013	379.84
408.	Assessments to	
409.		
410.		
411.		
412.		
413.		
414.		
415.		
420.	Gross Amount Due to Seller	35,379.84
500.	**Reductions in Amount Due to Seller**	
501.	Excess deposit (see instructions)	
502.	Settlement charges to seller (line 1400)	909.13
503.	Existing loan(s) taken subject to	
504.	Payoff of first mortgage loan	
505.	Payoff of second mortgage loan	
506.		
507.		
508.		
509.		
	Adjustments for items unpaid by seller	
510.	City/town taxes to	
511.	County taxes to	
512.	Assessments to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520.	Total Reduction Amount Due Seller	909.13
600.	**Cash at Settlement to/from Seller**	
601.	Gross amount due to seller (line 420)	35,379.84
602.	Less reductions in amount due seller (line 520)	909.13
603.	**Cash ■ To ☐ From Seller**	**34,470.71**

5/31/13

L. Settlement Charges

Item			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees				
Division of commission (line 700) follows:				
701. $ to				
702. $ to				
703. Commission paid at settlement				
704.				
800. Items Payable in Connection with Loan				
801. Our origination charge	$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	$	(from GFE #2)		
803. Your adjusted origination charges		(from GFE A)		
804. Appraisal fee		(from GFE #3)		
805. Credit report		(from GFE #3)		
806. Tax service		(from GFE #3)		
807. Flood certification		(from GFE #3)		
808.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from to	@ $ /day	(from GFE #10)		
902. Mortgage insurance premium for 0 months to		(from GFE #3)		
903. Homeowner's insurance for 0 years to		(from GFE #11)		
904.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance months @ $	$			
1003. Mortgage insurance months @ $	$			
1004. Property taxes months @ $	$			
1005. months @ $	$			
1006. months @ $	$			
1007. Aggregate adjustment	$			
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)	242.32	
1102. Settlement or closing fee to Inland Professional Title, LLC	$ 242.32			242.33
1103. Owner's title insurance to Inland Professional Title, LLC	$ 337.10	(from GFE #5)	337.10	
1104. Lender's title insurance to Inland Professional Title, LLC	$			
1105. Lender's title policy limit $				
1106. Owner's title policy limit $35,000				
1107. Agent's portion of the total title insurance premium to Inland Professional Title, LLC	$ 269.18			
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title Insurance Company	$ 43.82			
1200. Government Recording and Transfer Charges				
1201. Government recording charges		(from GFE #7)	80.00	
1202. Deed $ 80.00 Mortgage $	Release $			
1203. Transfer taxes		(from GFE #8)	535.50	
1204. City/County tax/stamps Deed $	Mortgage $			
1205. State tax/stamps Deed $	Mortgage $			
1206. Excise Tax to Okanogan Cty Treasurer Deed $				
1208. State Tech Fee to Okanogan Cty Treasurer			5.00	
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302.	$			
1303.	$			
1304.				
1305.				
1309. Taxes to Okanogan County Treasurer				666.80
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			1,199.92	909.13

POCB = Paid outside of closing by Borrower POCS = Paid outside of closing by Seller POCL = Paid outside of closing by Lender POCM = Paid outside of closing by Mortgage broker

Thomas L. Woodruff 5/31/12

STATEMENT OF JUST COMPENSATION

In compliance with Section 301 of the Act of Congress of January 2, 1971, Public Law 91-646 as amended by Title IV of the Federal Surface Transportation and Uniform Relocation Assistance Act of 1987 (P.L. 100-17, 101 Stat. 132, title IV) and RCW 8.26.010 as amended by Chapter 90, Laws of 1988, you are advised that the estimate of just compensation for fee interest in your property, as described on the attached Exhibit A, is $795,000.00, and said amount is allocated to a Phase I with a value of $760,000.00, and a Phase II with a value of $35,000.00, with both phases also described on the attached Exhibit A.

The basis for the determination of the estimate of just compensation is as follows:

1. Is based on the estimated fair market value of the property resulting from a study of current land sales in the vicinity of land described below.
2. Is not less than the approved appraisal of the property.
3. Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement or project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the Washington Department of Fish and Wildlife in making its estimate of just compensation for the property.
4. The stated value encompasses all property values within the described premises including any and all water rights, mineral rights, timber rights, buildings and other improvements, except as specifically stated under exceptions below.

EXCEPTIONS: No personal property on the premises is included in this sale.

Signed: [signature] Date: 12/29/11
Title: Real Estate Manager

STATEMENT OF OWNER

	T	F
I have read the statement of Just Compensation above.	X	
There are no persons living on the property.	X	
There are no businesses being conducted on the property by others.	X	

The following are living on, or are conducting business on, the property:
(give name, address and telephone number, including owner if in occupancy):

Signed: Matthew M Wilson Date: 1/3/2012
Owner

Signed: Dora L Hawkes Date: 1-5-2012
Owner

EXHIBIT A

Legal Description of the Property:

GOVERNMENT LOTS 1, 2, 3, 4, AND 5, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 27 EAST, W.M.,

EXCEPTING THAT PORTION CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED DATED SEPTEMBER 9, 1909 AND RECORDED IN VOLUME "X" OF DEEDS, PAGE 403.

Legal Description of Phase I:

GOVERNMENT LOTS 1, 2, 3, 4, AND 5, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 27 EAST, W.M.,

LESS AND EXCEPT THAT PORTION OF GOVERNMENT LOTS 1 AND 3 LYING EAST OF THE RAIL ROAD PROPERTY DESCRIBED BELOW AND NORTHERLY FROM A WEST-EAST LINE ACROSS GOVERNMENT LOT 3, ADJACENT ON THE NORTH SIDE TO THE ROAD ACROSS THE RAIL ROAD PROPERTY SERVING ACCESS TO THE FORMER RESIDENCE, CONTAINING APPROXIMATELY 10 ACRES,
(To be surveyed by WDFW prior to closing of Phase I).

AND ALSO EXCEPT THAT PORTION CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED DATED SEPTEMBER 9, 1909 AND RECORDED IN VOLUME "X" OF DEEDS, PAGE 403.

Legal Description of Phase II:

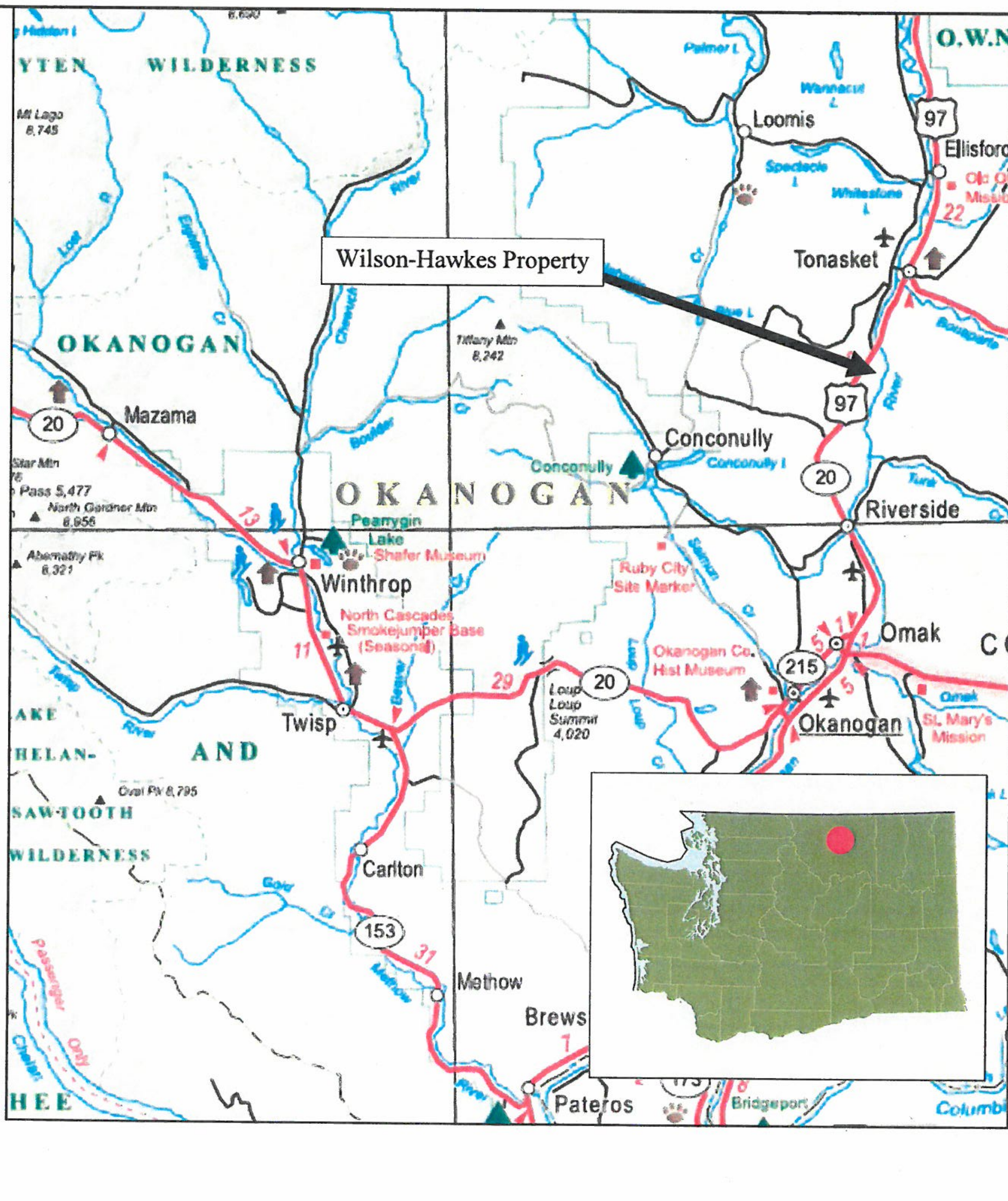
THAT PORTION OF GOVERNMENT LOTS 1 AND 3 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 27 EAST, W.M., LYING EAST OF THE RAIL ROAD PROPERTY DESCRIBED ABOVE AND NORTHERLY FROM A WEST-EAST LINE ACROSS GOVERNMENT LOT 3, ADJACENT ON THE NORTH SIDE TO THE ROAD ACROSS THE RAIL ROAD PROPERTY SERVING ACCESS TO THE RESIDENCE, CONTAINING APPROXIMATELY 10 ACRES.
(To be surveyed by WDFW prior to closing of Phase I)

WILSON-HAWKES PHASE II PROPERTY ACQUISITION

OKANOGAN COUNTY

**PTNS Gov't LOTS 1 & 3, SECTION 16,
TOWNSHIP 36N, RANGE 27E, W.M.**

Phase II - 10 acres

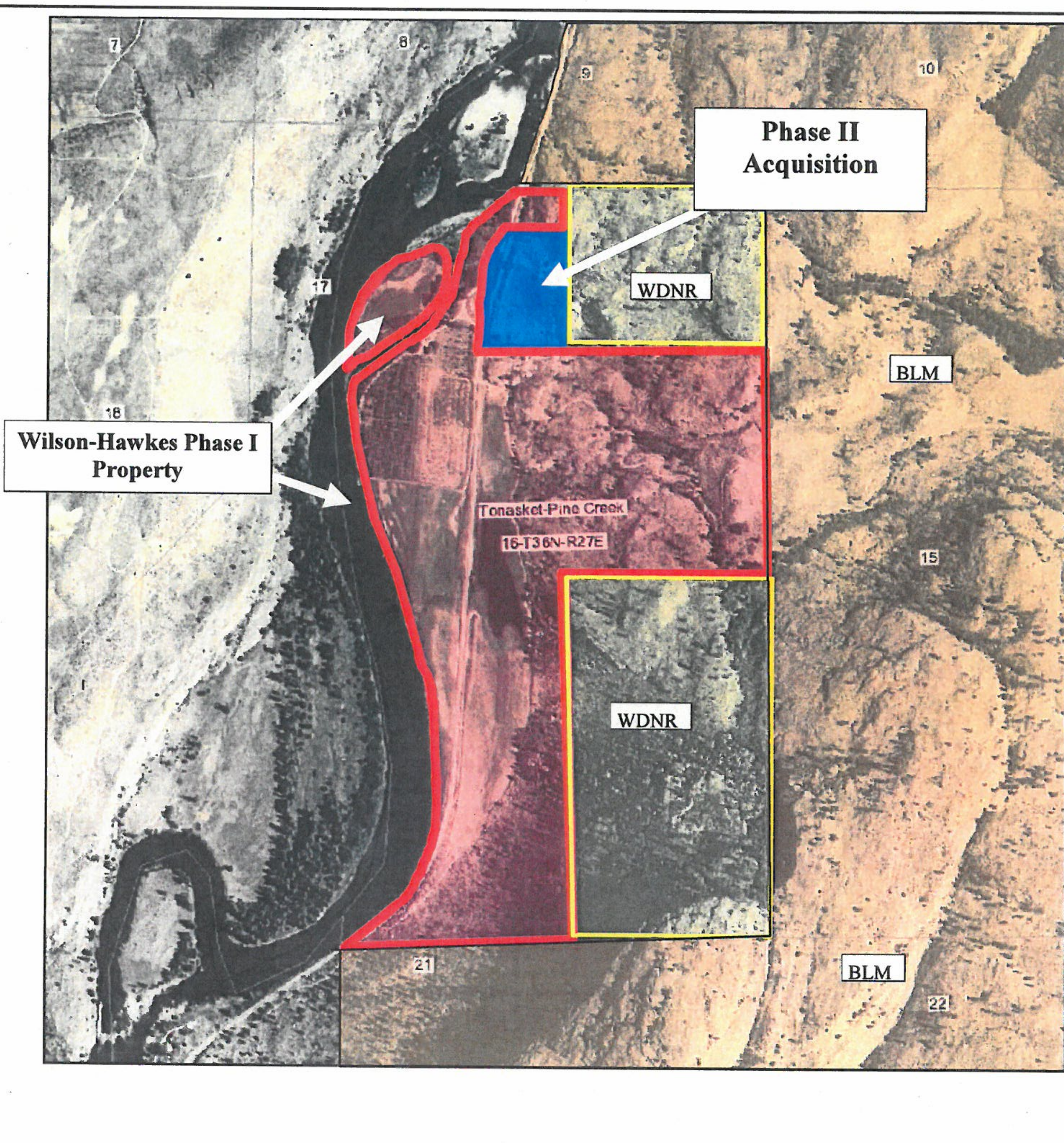


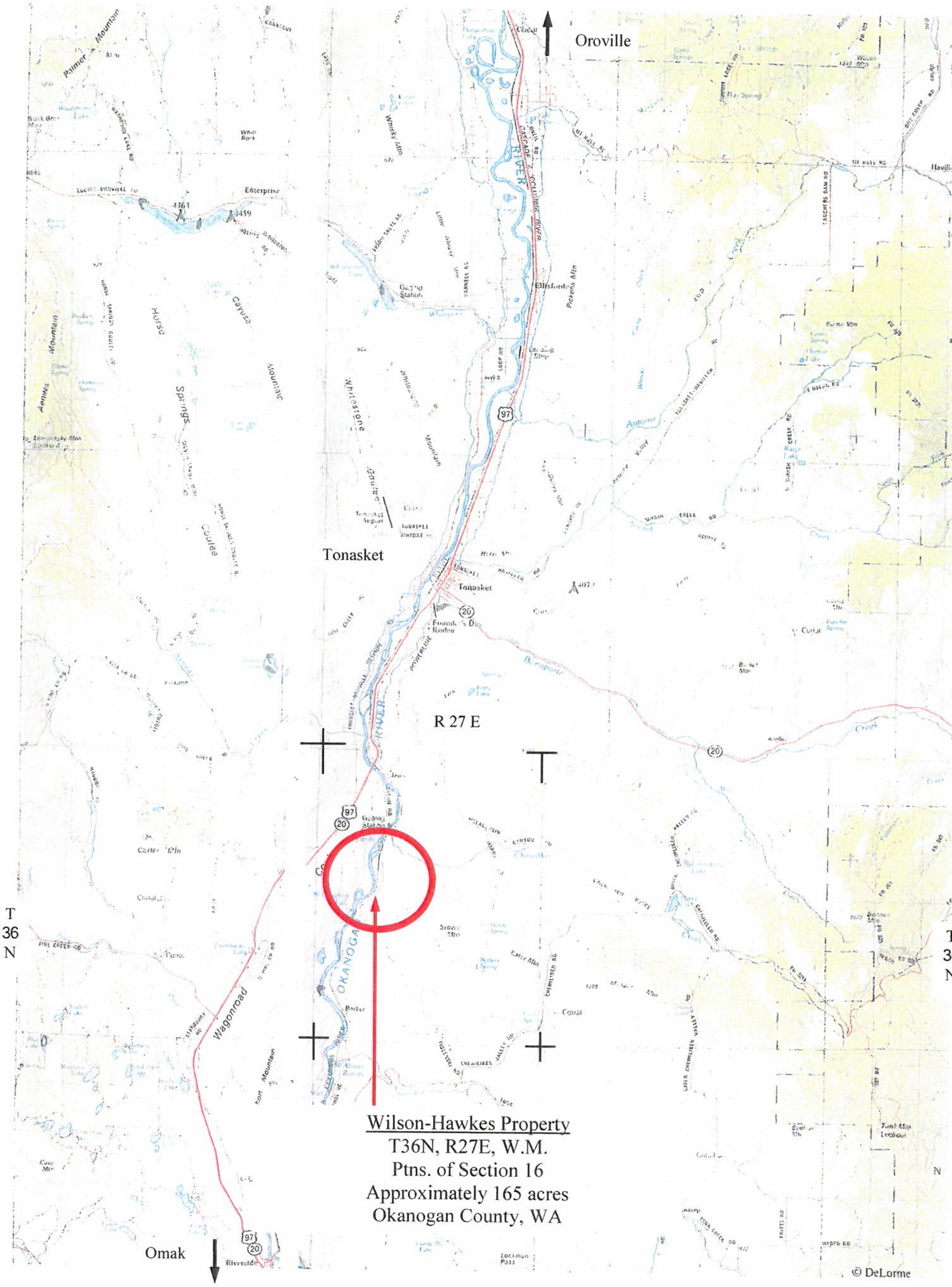
WILSON-HAWKES PHASE II PROPERTY ACQUISITION

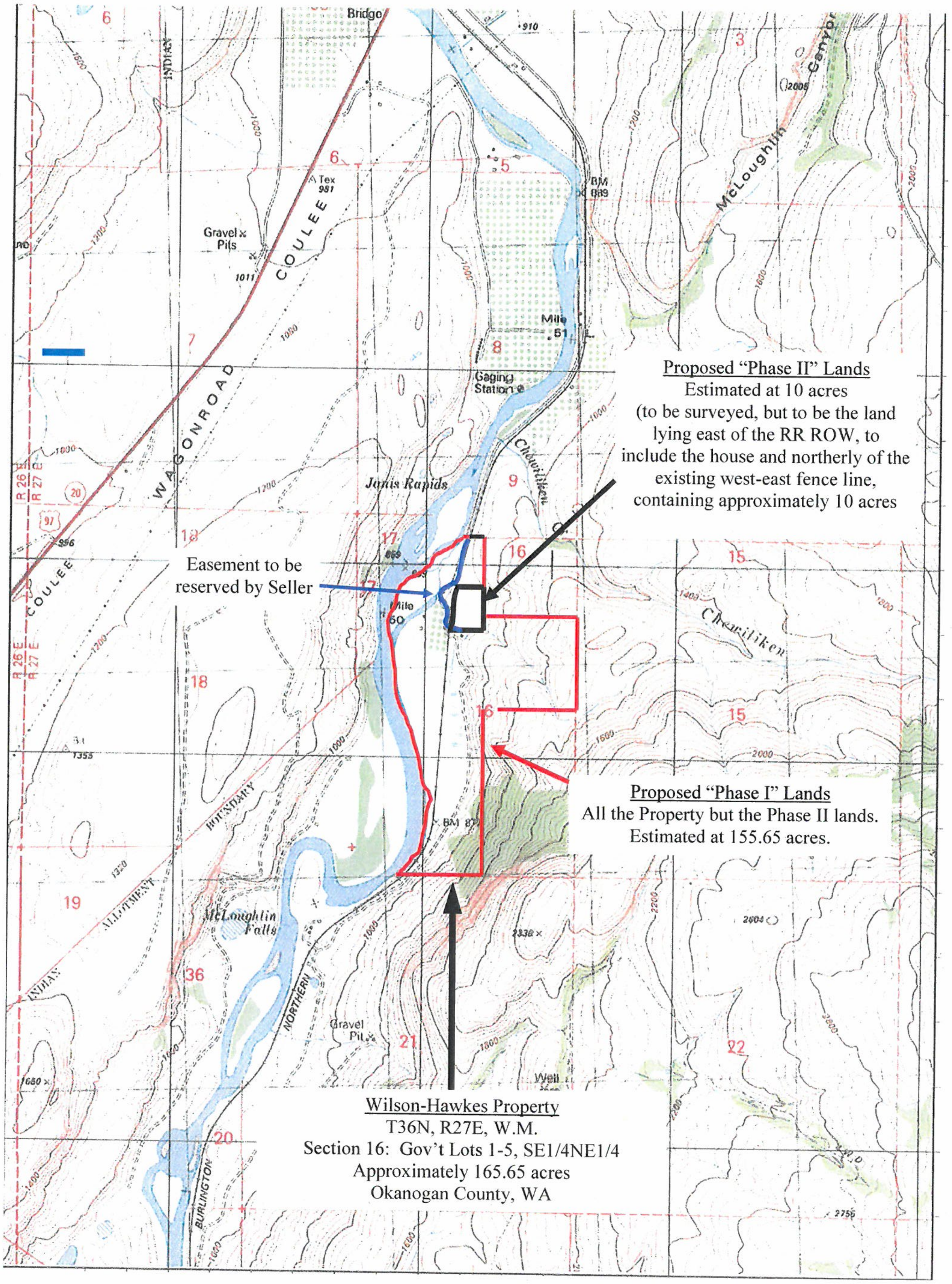
OKANOGAN COUNTY

PTNS Gov't LOTS 1 & 3, SECTION 16,
TOWNSHIP 36N, RANGE 27E, W.M.

Phase II - 10 acres




Oroville
Tonasket
Tonasket
R 27 E
T
36
N
T
36
N
Wilson-Hawkes Property
T36N, R27E, W.M.
Ptns. of Section 16
Approximately 165 acres
Okanogan County, WA
Omak
Wagonroad
Whitestone
Horse
Springs
Coulee
Cayuse
Mountain
Enterprise
Ellisforde
Okanogan
River
© DeLorme



Proposed "Phase II" Lands
Estimated at 10 acres
(to be surveyed, but to be the land lying east of the RR ROW, to include the house and northerly of the existing west-east fence line, containing approximately 10 acres
Easement to be reserved by Seller
Proposed "Phase I" Lands
All the Property but the Phase II lands.
Estimated at 155.65 acres.
Wilson-Hawkes Property
T36N, R27E, W.M.
Section 16: Gov't Lots 1-5, SE1/4NE1/4
Approximately 165.65 acres
Okanogan County, WA
McLoughlin Canyon
Bridge
Gravel Pits
COULEE
WAGONROAD
Janis Rapids
Gaging Station
Mile 51
Mile 50
Chewiliken
McLoughlin Falls
NORTHERN
BURLINGTON
BOUNDARY
ALLOTMENT
INDIAN
Gravel Pit
Well
R 26 E
R 27 E