



# General Application

Rev.20180104

## DESCRIPTION OF PROPOSAL

DIVIDE ONE PARCEL INTO 8 LOTS

Address of Site Proposal (if not yet assigned, obtain address from Public Works before submitting application):

7601 N FIVE MILE RD

## APPLICANT

Name: ANDREW SPELMAN (FIVE MILE SPOKANE, LLC)

Address: 1818 W FRANCIS AVE. #114, SPOKANE, WA 9205

Phone: (206)472-3885 Email: \_\_\_\_\_

## PROPERTY OWNER

Name: FIVE MILE SPOKANE, LLC

Address: 1818 W FRANCIS AVE. #114, SPOKANE, WA 9205

Phone: (206)472-3885 Email: \_\_\_\_\_

## AGENT

Name: SANDIS

Address: 708 N ARGONNE ROAD, #5 SPOKANE, WA 99212

Phone: (509)903-9810 Email: INFO@SANDIS.NET

Assessor's Parcel Numbers: 26252.0064

Legal Description of Site: PTN OF W1/2 OF NW1/4 OF NW1/4 LYG SLY OF 5 MILE RD

Size of Property: 1.911 ACRES

List Specific Permits Requested in this Application: \_\_\_\_\_  
\_\_\_\_\_

**SUBMITTED BY:**

ANDREW SPELMAN

- Applicant
- Property Owner
- Property Purchaser
- Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, *B. CLARY*, owner of the above-described property, do hereby authorize ANDREW SPELMAN to represent me and my interests in all matters regarding this application.

**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
                                      ) ss.  
COUNTY OF SPOKANE )

On this 26<sup>th</sup> day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Bryce Clary* to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



*Danielle Mueller*  
Notary Public in and for the State of Washington, residing at  
kelso, wa



1. List the provisions of the land use code that allows the proposal.

THE PROPOSED SITE DOES NOT MEET THE REQUIREMENTS OF THE CURRENT ZONING LAND USE CODE; THE PROPOSED DEVELOPMENT IS INTENDED TO COMPLY WITH THE (BUILDING OPPORTUNITY AND CHOICES FOR ALL INITIATIVE) PILOT PROGRAM.

2. Please explain how the proposal is consistent with the comprehensive plan designation and goals, objectives and policies for the property.

THE (BUILDING OPPORTUNITY AND CHOICES FOR ALL INITIATIVE) PILOT PROGRAM. GIVES PROVISIONS CONSISTANT TO THE PROPOSED DEVELOPMENT.

3. Please explain how the proposal meets the concurrency requirements of SMC Chapter 17D.010.

ALL FACILITIES AND SERVICES LISTED IN 17D.010 ARE CURRENTLY AVAILABLE TO THE EXISTING PROPERTY.

4. If approval of a site plan is required, demonstrate how the property is suitable for the proposed use and site plan. Consider the following: physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features.

THIS DEVELOPMENT WILL MEET LOT REQUIREMENTS FOR THE CURRENT ZONING. THE PROPOSED DEVELOPMENT WILL FACILITATE IMPROVEMENTS WITHIN THE EXISTING RIGHT OF WAYS OF A STREET AND ALISON AVENUE.

5. Please explain any significant adverse impact on the environment or the surrounding properties the proposal will have and any necessary conditions that can be placed on the proposal to avoid significant effects or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use.

NO ADVERSE IMPACTS ARE ANTICIPATED. THE CURRENT RIGHT OF WAY OF W. ALISON AVENUE AND N. A STREET PROVIDE DIRT/GRAVEL ACCESS TO SITE. IMPROVEMENTS TO THE STREETS WILL BE PART OF THIS DEVELOPMENT.

6. Demonstrate how the proposed subdivision makes appropriate (in terms of capacity and concurrence) provisions for:

- a. public health, safety and welfare NO SIGNIFICANT IMPACT
- b. open spaces NONE PLANNED
- c. drainage ways NONE PLANNED
- d. streets, roads, alleys and other public ways R.O.W. DEDICATION AND IMPROVMENTS (PART OF)
- e. transit stops NONE PLANNED; (5 MILE PARK AND RIDE +/- 1 MILE FROM SITE)
- f. potable water supplies AVAILABLE
- g. sanitary wastes AVAILABLE
- h. parks, recreation and playgrounds NEARBY; SKY PRAIRIE PARK
- i. schools and school grounds PROPOSED DEVELOPMENT IS IN THE MEAD SCHOOL DISTRICT
- j. sidewalks, pathways and other features that assure safe walking conditions

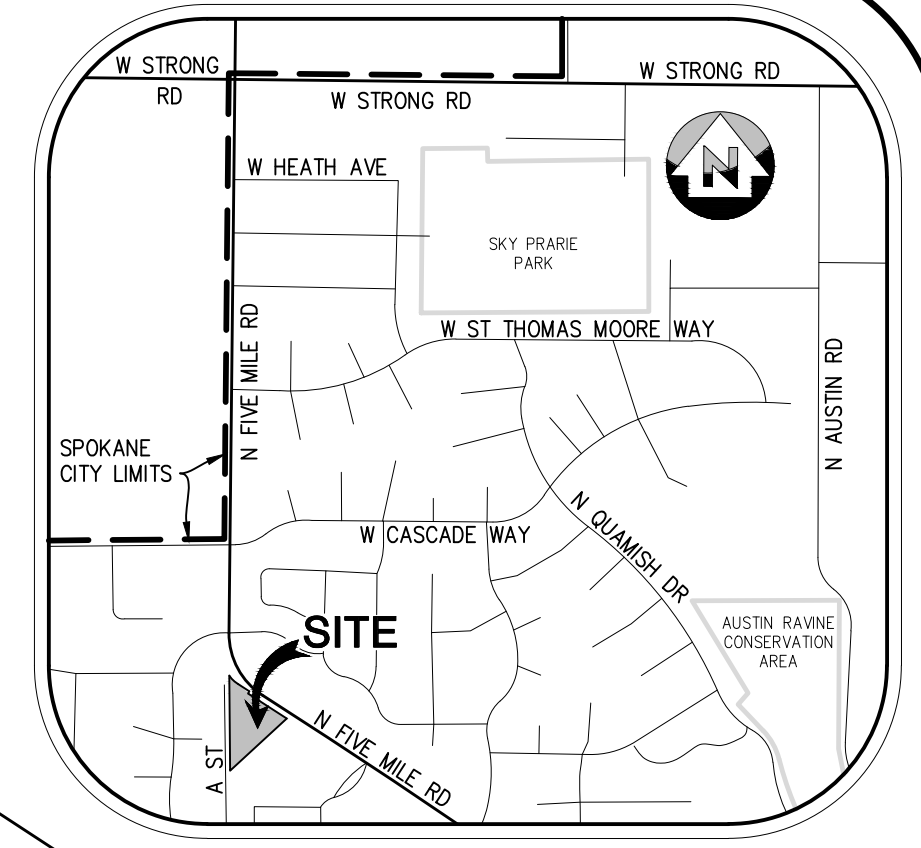
PROPOSED DEVELOPMENT IS ADJACENT TO THE EXISTING SIDEWALK ON FIVE MILE ROAD TO SAFELY ACCESS THE AMENITIES FOR THE SITE.

# FIVE MILE SPOKANE PRELIMINARY SHORT PLAT Z2x-xxxFSP

LOCATED IN THE NW 1/4 OF THE NW 1/4 OF  
SECTION 25, TOWNSHIP 26 NORTH, RANGE 42 EAST, W.M.,  
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON  
DECEMBER, 2022  
SHEET 1 OF 1

### OWNER & CONTACT:

OWNER: FIVE MILE SPOKANE, LLC  
CONTACT: ANDREW SPELMAN  
ADDRESS: 1818 W. FRANCIS AVE., #14  
SPOKANE, WA 99205  
PHONE: (206) 472-3885



VICINITY MAP  
NOT TO SCALE

### LEGAL DESCRIPTION:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN, LYING SOUTHERLY OF FIVE MILE ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 25, WHICH BEARS SOUTH 1257.25 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25;  
THENCE NORTH ALONG SAID WEST LINE, 536.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FIVE MILE ROAD, SAID POINT BEING ON A NON-TANGENT 173.24 FOOT RADIUS CURVE, WHOSE CENTER OF CIRCLE BEARS NORTH 55°46'28" EAST;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°35'28", AN ARC DISTANCE OF 68.31 FEET;  
THENCE SOUTH 56°49'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF FIVE MILE ROAD, 341.00 FEET;  
THENCE SOUTH 47°50'01" WEST 450.37 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION DEED TO THE CITY OF SPOKANE BY STATUTORY WARRANTY DEED RECORDED FEBRUARY 25, 2009 UNDER AUDITOR'S FILE NO. 5762210;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

LEGAL DESCRIPTION PER WFG NATIONAL TITLE COMPANY OF EASTERN WA COMMITMENT NO. 22-422019, DATED AUGUST 29, 2022.

### BASIS OF BEARINGS:

THE BEARING OF NORTH ALONG THE WEST SECTION LINE BETWEEN THE WEST 1/4 CORNER AND NORTHWEST SECTION CORNER OF SECTION 25 AS SHOWN UPON THAT CERTAIN MAP RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 30, SPOKANE COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.

### TOPOGRAPHIC SURVEY NOTES:

- THIS SURVEY WAS PREPARED FOR THE PURPOSES FULFILLING THE REQUIREMENTS OF THE CITY OF SPOKANE'S PRELIMINARY SUBDIVISION APPLICATION AND DOES NOT CONTAIN SUFFICIENT DETAIL FOR DESIGN PURPOSES.
- ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- THE CONTOURS SHOWN HEREON ARE FROM CITY OF SPOKANE GIS AND ARE SHOWN ONLY FOR THE PURPOSES OF THE PRELIMINARY SUBDIVISION APPLICATION. CONTOURS MEET ASPRS CLASS 1 ACCURACY STANDARDS. DEVELOPED FROM 2007 LIDAR AND ORTHOPHOTOGRAPHY. THE CONTOUR INTERVAL IS 2 FEET. THE VERTICAL DATUM IS UNKNOWN.
- THIS EXHIBIT DOES NOT REPRESENT A SURVEY OF THE SUBJECT PARCEL. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY IS BASED UPON THE REFERENCED TITLE REPORT AND OTHER DOCUMENTS OF RECORD RELATED TO THE VISIBLE IMPROVEMENTS OF CITY OF SPOKANE GIS AERIAL IMAGERY.
- UNDERGROUND UTILITIES SHOWN HEREON ARE A GRAPHIC REPRESENTATION ONLY FROM PLANS AND RECORDS PROVIDED BY AVISTA UTILITIES AND THE CITY OF SPOKANE TO FULFILL THE REQUIREMENTS OF THE CITY OF SPOKANE PRELIMINARY SUBDIVISION APPLICATION.

### SITE NOTES:

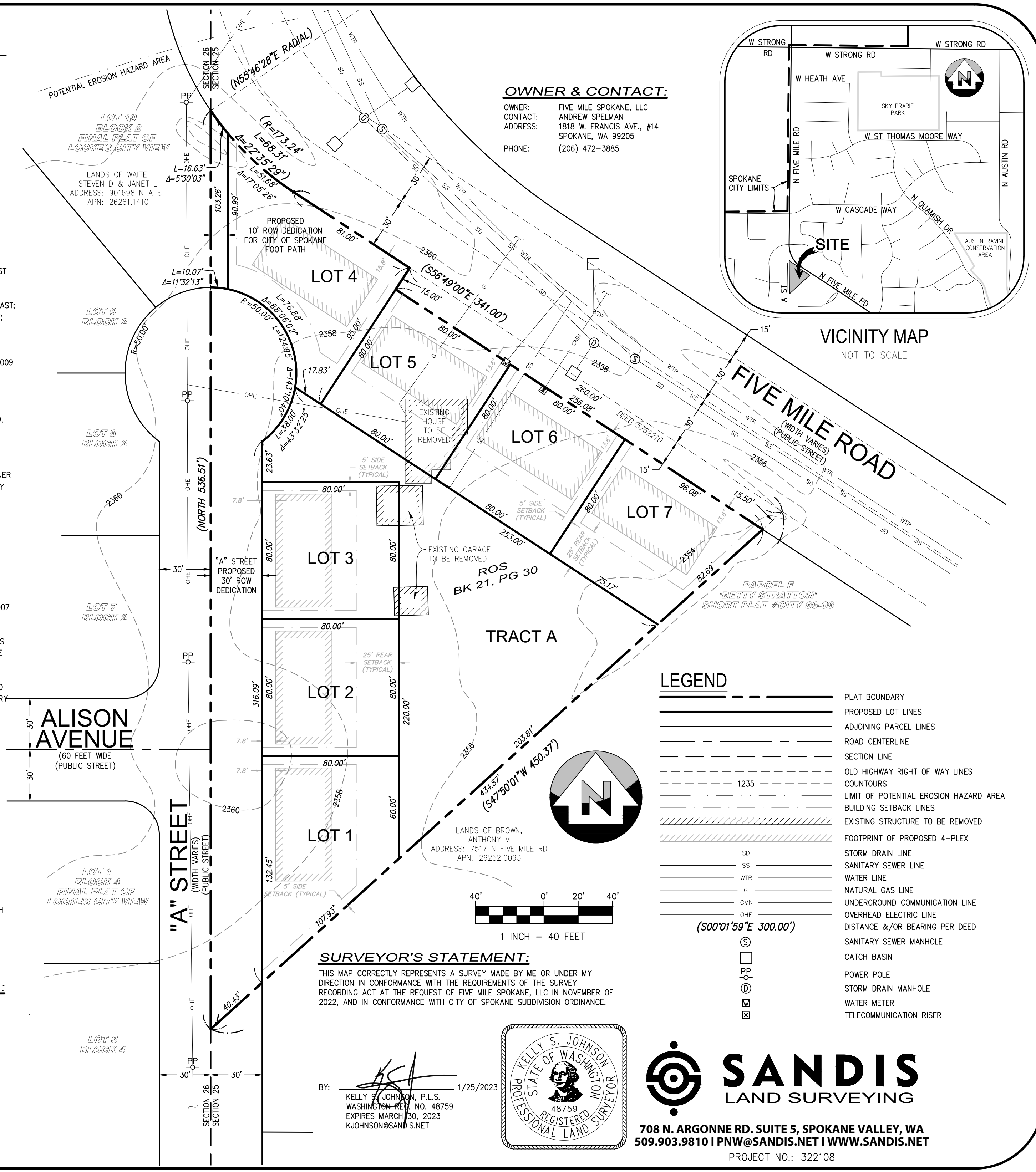
- THE SUBJECT PROPERTY IS LOCATED IN AN AREA WITH POSSIBLE ERODIBLE SOILS AND THE LIMIT OF THE POTENTIAL EROSION HAZARD AREA PER CITY OF SPOKANE GIS IS SHOWN HEREON.
- THE SUBJECT PROPERTY IS LOCATED WITHIN A MODERATE CRITICAL AQUIFER AREA AND IS CONSIDERED TO HAVE MODERATE SUSCEPTIBILITY FOR GROUNDWATER CONTAMINATION.
- THE EXISTING 4" SEWER LINE SERVICING THE EXISTING HOUSE WILL BE CAPPED WITH A WATERTIGHT SEAL AT THE PROPERTY LINE. THE 4 PROPOSED LOTS FRONTING FIVE MILE ROAD WILL BE SERVICED BY A NEW 6" CONNECTION TO THE 8" SEWER MAIN IN FIVE MILE ROAD. THE 4 PROPOSED LOTS FRONTING "A" STREET WILL CONNECT TO THE SEWER MANHOLE AT THE INTERSECTION OF AUDUBON STREET AND ALISON AVENUE, A SEWER MAIN EXTENSION MAY BE REQUIRED.
- WATER SERVICE FOR ALL 8 PROPOSED LOTS WILL CONNECT THROUGH THE EXISTING 6" STUB IN ALISON AVENUE.
- ALL STORM WATER AND SURFACE DRAINAGE GENERATED ON-SITE WILL BE DISPOSED OF ON-SITE IN ACCORDANCE WITH SMC 17D.060.140 "STORM WATER FACILITIES."
- THE FINAL PLAT WILL SHOW ANY NECESSARY UTILITY EASEMENTS AND REQUISITE DEDICATION LANGUAGE.

### SITE DATA :

TOTAL AREA: 83,258.50 SQ FT ±  
OR 1.911 ACRES ±  
EXISTING ZONING: RESIDENTIAL SINGLE FAMILY (RSF)  
WATER SUPPLIER: CITY OF SPOKANE  
METHOD OF SEWERAGE: CITY OF SPOKANE  
IRRIGATION DISTRICT: FIVE MILE PRAIRIE SPECIAL DRAINAGE DISTRICT  
PROPOSED LOTS: 8  
PROPOSED DENSITY OF LOTS: 8 UNITS/1.577 ACRES  
=5 UNITS/1 ACRE

### PROPOSED LOT DETAILS :

LOT #	SQUARE FEET ±	ACRES ±	PROPOSED ADDRESS
1	7,698.16	0.177	
2	6,400.00	0.147	
3	6,400.00	0.147	
4	7,920.05	0.182	
5	6,400.00	0.147	
6	6,400.00	0.147	
7	6,849.76	0.157	
TRACT A	20,621.08	0.473	NA
FOOT PATH	967.33	0.022	NA
"A" STREET	13,602.10	0.312	NA



### LEGEND

- PLAT BOUNDARY
- PROPOSED LOT LINES
- ADJOINING PARCEL LINES
- ROAD CENTERLINE
- SECTION LINE
- OLD HIGHWAY RIGHT OF WAY LINES
- COUNTOURS
- LIMIT OF POTENTIAL EROSION HAZARD AREA
- BUILDING SETBACK LINES
- EXISTING STRUCTURE TO BE REMOVED
- FOOTPRINT OF PROPOSED 4-PLEX
- STORM DRAIN LINE
- SANITARY SEWER LINE
- WATER LINE
- NATURAL GAS LINE
- UNDERGROUND COMMUNICATION LINE
- OVERHEAD ELECTRIC LINE
- DISTANCE &/OR BEARING PER DEED
- SANITARY SEWER MANHOLE
- CATCH BASIN
- POWER POLE
- STORM DRAIN MANHOLE
- WATER METER
- TELECOMMUNICATION RISER

### SURVEYOR'S STATEMENT:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF FIVE MILE SPOKANE, LLC IN NOVEMBER OF 2022, AND IN CONFORMANCE WITH CITY OF SPOKANE SUBDIVISION ORDINANCE.

BY:   
KELLY S. JOHNSON, P.L.S.  
WASHINGTON REG. NO. 48759  
EXPIRES MARCH 30, 2023  
KJOHNSON@SANDIS.NET



708 N. ARGONNE RD. SUITE 5, SPOKANE VALLEY, WA  
509.903.9810 | PNW@SANDIS.NET | WWW.SANDIS.NET

PROJECT NO.: 322108



**PLANNING & DEVELOPMENT**  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3329  
509..6300  
FAX 509.625.6013  
[WWW.SPOKANEPLANNING.ORG](http://WWW.SPOKANEPLANNING.ORG)  
[WWW.BUILDINGSPOKANE.ORG](http://WWW.BUILDINGSPOKANE.ORG)

**REQUEST FOR COMMENTS**  
**Five Mile Spokane – Preliminary Short Plat**  
**FILE NO. Z23-099PSP**

**Date:** March 14, 2023

**To:** Interested Parties, City Departments  
and Agencies with Jurisdiction.  
(Distribution list on reverse side)

**From:** Donna deBit, Associate Planner  
808 West Spokane Falls Boulevard  
Spokane, WA 99201 or call (509) 625-6637  
ddebit@spokanecity.org

**Subject:** **Five Mile Spokane Preliminary Short Plat** – Request for Comments

**Owner:** Five Mile Spokane, LLC  
1818 W Francis Ave #114  
Spokane, WA 99205

**Applicant:** Five Mile Spokane, LLC  
c/o Andrew Spelman  
1818 W Francis Ave #114  
Spokane WA 99205

**File Number:** Z23-099PSP

**Location Description:** The proposal is located at **7601 N Five Mile Road – parcel no. 26252.0064.**

**Description of Proposal:** The applicant is proposing to divide one parcel in the Residential Single-family (RSF) zone into 8 parcels for the purpose of constructing seven (7) 4-plexes with shared access and parking, as allowed by the Interim Housing Regulations (SMC 17C.400) adopted to implement RCW 36.70A.600(1). This is a Type II application.

**Legal Description:** A copy of the full legal description can be obtained through the Development Services Center.

**SEPA:** This proposal is exempt from SEPA.

**Current Zoning:** Residential Single-Family (RSF)

**REPORT NEEDED BY: 5 P.M. March 28, 2023.** If additional information is required in order for your department or agency to comment on this proposal, please notify Planning and Development as soon as possible so that the application processing can be suspended while the necessary information is being prepared. Under the procedures of SMC 17G.060, this referral to affected departments and agencies is for the following:

- 1) The determination of a complete application. If there are materials that the reviewing departments and agencies need to comment on this proposal, notice of such must be provided to the applicant;
- 2) Provides notice of application;
- 3) Concurrency Testing, **please note one of the following:**
  - a) ( ) This application is subject to concurrency and agency is required to notify this department that applicant meets/fails currency; OR
  - b) ( ) This application is exempt from concurrency testing but will use capacity of existing facilities.

Under the revised procedures of SMC 17G.060, this referral to affected Departments and Agencies is to provide notice of a pending application. **THIS WILL BE THE LAST NOTICE PROVIDED TO REFERRAL DEPARTMENTS AND AGENCIES UNLESS WARRANTED.** If there are materials that the reviewing Departments and Agencies need to comment on this proposal, notice of such must be provided to the Applicant. The lack of comment by any referral agency will be considered to be acceptance of this application as Technically Complete.

\* - The lack of comment including concurrency by any referral agency will be considered acceptance of this application as technically complete and meeting concurrency requirements.

\*\* - Please forward your comments to Patty Kells, Planning and Development at least 2 working days before the "Report needed by" date shown on the front page.

**DISTRIBUTION LIST FOR COMMENTS**  
**PROJECT NAME: "Five Mile Spokane Preliminary Short Plat"**  
**FILE No.: Z23-099PSP**

**E-mail Copies**

**City Departments**

- Asset Management, Attn: Dave Steele
- City Attorney, Attn: James Richman
- City Treasurer: Renee Robertson
- Code Enforcement, Attn: Luis Garcia
- Construction Management, Attn: Joel Graff\* \*\*
- Engineering Services, Attn: Dan Buller\* \*\*
- Fire Dept., Attn: Dave Kokot \*
- Historic Preservation, Attn: Megan Duvall
- Integrated Capital Management, Attn: Inga Note\*\*
- Integrated Capital Management, Attn: Marcia Davis\* \*\*
- Integrated Capital Management, Attn: Katherine Miller \* \*\*
- Integrated Capital Management: Scotty Allenton\* \*\*
- Library Services, Attn: DT Circulation\*
- Neighborhood & Business Services, Attn:
- Neighborhood Services, Attn: ONS Team
- Parks Dept., Attn: Garrett Jones\*
- PCED, Attn: Johnnie Perkins
- Planning & Development, Attn: Dean Gunderson
- Planning & Development, Attn: Tami Palmquist
- Planning & Development, Attn: Eldon Brown\*\*
- Planning & Development, Attn: Joeline Eliason
- Planning & Development, Attn: Erik Johnson
- Planning & Development, Attn: Patty Kells\*
- Planning & Development, Attn: Dermott Murphy
- Planning & Development, Attn: Mike Nilsson\*\*
- Planning Services, Attn: Spencer Gardner
- Police Department, Attn: Sgt Chuck Reisenauer\*
- Public Works, Attn: Marlene Feist
- Solid Waste, Attn: Scott Windsor
- Solid Waste, Attn: Rick Hughes\*
- Street Operations, Attn: Clint Harris\*\*
- Street Operations, Attn: Greg Martin\*\*
- Wastewater Management, Attn: Mike Morris\*\*
- Wastewater Management, Attn: Duane Studer\*\*
- Wastewater AWWTP, Attn: Mike Cannon\*\*
- Water Department, Attn: Jim Sakamoto\*\*

**County Departments**

- Spokane County Public Works, Attn: Barry Greene
- Spokane County Public Works, Attn: Lindsey Forward
- Spokane County Planning Department, Attn: John Pederson
- Spokane County Engineering Dept., Attn: Gary Nyberg
- Spokane Regional Health District, Attn: Jon Sherve
- Spokane Regional Health District, Attn: Paul Savage
- Spokane Regional Health District, Attn: Eric Meyer
- SRCAA, Attn: April Westby

**Washington State Agencies**

- Department of Natural Resources, Attn: Dave Harsh
- Department of Natural Resources Aquatics
- Department of Natural Resources, Attn: SEPA Center
- Department of Commerce, Attn: Dave Andersen

- Department of Archaeology & Historic Preservation, Attn: Gretchen Kaehler
- Department of Ecology, Attn: Environmental Review Section
- Department of Ecology, Attn: Hallie Ladd
- Department of Transportation, Attn: Char Kay
- Department of Transportation, Attn: Greg Figg
- Department of Fish & Wildlife, Attn: Kile Westerman - Habitat Program

**Other Agencies**

- U.S. Army corps of Engineers, Attn: Jess Jordan
- Avista Utilities, Attn: Conner Lange
- Avista Utilities, Attn: Randy Myhre
- Avista Utilities, Attn: Larissa Pruitt
- Cheney School District Operations, Attn: Jeff McClure
- City of Airway Heights, Attn: Heather Trautman
- City of Spokane Valley Planning, Attn: SEPA Review
- District 81 Capital Projects, Attn: Greg Forsyth
- Mead School District Facilities & Planning, Attn: Ned Wendle
- Spokane Aquifer Joint Board, Attn: Tonilee Hanson
- Spokane School District, Attn: Phil Wright
- Spokane Transit Authority, Attn: Gordon Howell
- Spokane Transit Authority, Attn: Mike Hynes
- Spokane Transit Authority, Attn: Mike Tresidder
- Spokane Transit Authority, Attn: Kathleen Weinand
- Spokane Regional Transportation Council, Attn: Ryan Stewart
- Williams Northwest Pipeline, Attn: Michael Moore

**Other Agencies**

- U.S. Postal Service, Attn: Postmaster
- Spokane Tribe of Indians, Attn: Randy Abrahamson (NW 1/4 SEC.25, T.26 N., R.42 E., W.M.)

**REQUEST FOR COMMENTS**  
**File No.: Z23-099PSP**

**COMMENTS:** (Use additional sheets if necessary)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Department or Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Concurrency Passed/Failed



Five Mile Spokane LLC  
1030 Commverce Ave.  
Longview, WA 98632

**Reference: Five Mile Spokane LLC**

Order No.: 23-105055

Liability: \$1,000.00  
Charge: \$250.00  
Tax: \$22.50  
Total: \$272.50

**SUBDIVISION GUARANTEE**

Subject to the Exclusions from Coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Guarantee, and subject to the further exclusion and limitation that no guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein. WFG National Title Insurance Company a corporation herein called the Company,

**GUARANTEES**


the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

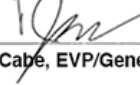
**Dated: January 19, 2023**

Issued By:  
WFG National Title Company of Eastern WA,  
as Issuing Agent for WFG National Title Insurance  
Company

By:   
Authorized Signature

**WFG NATIONAL TITLE INSURANCE COMPANY**

By:   
Steve Ozonlan, President/CEO

ATTEST:   
Joseph V. McCabe, EVP/General Counsel/Secretary





**SUBDIVISION GUARANTEE**

**SCHEDULE A**

Guarantee No.: **3153353-6858420** Liability: **\$1,000.00**  
Date of Guarantee: **January 19, 2023** Fee: **\$250.00**

1. Name of Assured:  
**Five Mile Spokane, LLC, a Washington limited liability company**
  
2. Date of Guarantee:  
**January 19, 2023**
  
3. The assurances referred to on the face page hereof are:
  - a. That according to those public records which, under the recording laws, impart constructive notice of matters affecting title to the following described land:  
**See Exhibit "A" attached hereto and made a part hereof**
  
  - b. Title to the estate or interest in the land is vested in:  
**Five Mile Spokane, LLC, a Washington limited liability company**
  
  - c. The estate or interest in the land which is covered by the Guarantee is:  
**Fee Simple**

Subject to the Exceptions shown below, which are not necessarily shown in order of their priority.

**EXCEPTIONS**

1. (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.
  
2. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:  
Tax Year: 2022  
Tax Type: County  
Tax ID No.: 26252.0064  
Taxing Entity: Spokane County Treasurer  
Total Annual Tax: \$3,209.43  
First Installment: \$1,604.71  
First Installment Status: Paid  
Second Installment: \$1,604.71  
Second Installment Status: Paid  
Notes: [View Taxes](#)
  
3. Any unpaid assessments or charges, and liability for further assessments or charges by:  
City of Spokane.
  
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
  
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Any rights, interests or claims of parties in possession not shown by the public records.
4. Any lien, or right to a lien, for services, labor, materials or equipment in connection with improvements, repairs or renovations provided before, on, or after Date of Policy and not shown by the Public Records at Date of Policy.
5. Any encroachment, encumbrance, violation, conflict in boundary line(s), shortage in area, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey and/or physical inspection of the land. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
6. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
7. Easements or claims of easements not shown by the public records.
8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; and (c) Oil, natural gas, coal, fissionable materials or other minerals previously conveyed, leased or retained by prior owners, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Any adverse ownership claim by right of sovereignty to any portion of the lands insured hereunder, including tidelands, submerged, filled and artificially exposed lands and lands accreted to such lands or dispute as to the boundaries purportedly caused by a change in the location of any water body within or adjacent to the land.
10. Water rights, and claims or title to water, whether or not shown by the Public Records.
11. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
4. Easement and the terms and conditions thereof affecting a portion of said premises, as recorded under [8001170181](#) of Official Records.  
In Favor of: The Washington Water Power Company  
For: Electrical Distribution
5. Matters set forth by survey recorded on February 22, 1980, in [8002220070](#), of Official Records.
6. Ordinance and the terms and conditions thereof, recorded on December 27, 2004, in [5162373](#), of Official Records, regarding:  
Stormwater Facilities Special Drainage Districts.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 26 NORTH, RANGE 42 EAST, WILLAMETTE MERIDIAN, LYING SOUTHERLY OF FIVE MILE ROAD, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 25, WHICH BEARS SOUTH 1257.25 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25;  
THENCE NORTH ALONG SAID WEST LINE, 536.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF FIVE MILE ROAD, SAID POINT BEING ON A NON-TANGENT 173.24 FOOT RADIUS CURVE, WHOSE CENTER OF CIRCLE BEARS NORTH 55°46'28" EAST;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°35'28", AN ARC DISTANCE OF 68.31 FEET;  
THENCE SOUTH 56°49'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF FIVE MILE ROAD, 341.00 FEET;  
THENCE SOUTH 47°50'01" WEST 450.37 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION DEED TO THE CITY OF SPOKANE BY STATUTORY WARRANTY DEED RECORDED FEBRUARY 25, 2009 UNDER AUDITOR'S FILE NO. 5762210;

Tax Account No(s): 26252.0064

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. ***Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:***
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
  
2. ***Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:***
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms.**

The following terms when used in the Guarantee mean:

  - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.

2. **Notice of Claim to be Given by Assured Claimant.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. **No Duty to Defend or Prosecute.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. Proof of Loss or Damage.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured 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 Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

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

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. Determination and Extent of Liability.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any 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 therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. Payment of Loss.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. Subrogation Upon Payment or Settlement.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.



**12. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. Liability Limited to This Guarantee; Guarantee Entire Contract.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. 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 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: [claims@wfgnationaltitle.com](mailto:claims@wfgnationaltitle.com).



## **Plain English Privacy Statement for Appraisal, Title & Escrow Customers**

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

### **What Information is Shared?**

**WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.**

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

### **How does WFG use your Information?**

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

### **How Do We Store and Protect Your Personal Information?**

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

## **How Long Do We Keep Your Personal Information?**

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

## **Computer Information**

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

## **Links to Third Party Sites**

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

## **Do Not Track**

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

## **Social Media Integration**

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

### **How Can You “Opt-Out?”**

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

### **The “Legal” Notices**

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

**Privacy Notice for California Residents** - <https://national.wfgnationaltitle.com/privacy-notice-california>

**Privacy Notice for Oregon Residents** - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

### **How to Contact Us**

If you have any questions about WFG’s privacy policy or how we protect your information, please contact WFG:

- By email: [Consumerprivacy@willistonfinancial.com](mailto:Consumerprivacy@willistonfinancial.com)
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

### **WFG FAMILY**

WILLISTON FINANCIAL GROUP LLC  
WFG NATIONAL TITLE INSURANCE COMPANY  
WFG LENDER SERVICES, LLC  
WFGLS TITLE AGENCY OF UTAH, LLC  
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC  
WFG NATIONAL TITLE COMPANY OF CALIFORNIA  
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY  
UNIVERSAL TITLE PARTNERS, LLC  
VALUTRUST SOLUTIONS, LLC  
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC  
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

<b>FACTS</b>	<b>WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and other government identification information</li> <li>• Your name, address, phone, and email</li> <li>• Information about the property, any liens and restrictions</li> <li>• Financial Information including credit history and other debt</li> <li>• Financial account information, including wire transfer instructions.</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Williston Financial Group share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>• Call 833-451-5718—our menu will prompt you through your choice(s)</li> <li>• Visit us online: <a href="http://bit.ly/WFGsConsumerPrivacyInformationRequestPage">http://bit.ly/WFGsConsumerPrivacyInformationRequestPage</a> or e-mailing us at <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a></li> <li>• Mail the form below</li> </ul> <p>Please note:</p> <p>If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 833-451-5718 or Email <a href="mailto:consumerprivacy@willistonfinancial.com">consumerprivacy@willistonfinancial.com</a>

<b>Mail-In Form</b>	
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit: <input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes. <input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me. <input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.
<b>Name</b>	Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 <sup>th</sup> Pkwy, #350 Portland, OR 97223
<b>Address</b>	
<b>City, State, Zip</b>	
<b>File Number</b>	



<b>Who we are</b>	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
<b>What we do</b>	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance</li> <li>• Engage us to provide appraisal, title and escrow services</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your driver's license</li> </ul> <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
<b>Other important information</b>	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p><b>Privacy Notice for California Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-california">https://national.wfgnationaltitle.com/privacy-notice-california</a></p> <p><b>Privacy Notice for Oregon Residents</b> - <a href="https://national.wfgnationaltitle.com/privacy-notice-oregon">https://national.wfgnationaltitle.com/privacy-notice-oregon</a></p>	