



Order Summary for Title Commitment: 401023-LT

Land Title and Escrow Company
901 NE Midway Boulevard, Oak Harbor, WA 98277

The following information is for your convenience and not a part of the Title Commitment.

Property Address: NHN Kodiak Avenue, Camano Island, WA 98282
Parcel Information: R23114-282-3120/807281

Seller: Hayton
Buyer/Borrower: To Come

Title Officer Contact:

Melissa Goldman Melissa@LTCO.com
Phone: (360) 675-2246

Escrow Contact:

Please read the attached Title Commitment very carefully. If you have questions about the title commitment, please reach out to your title officer at the contact information provided above.

www.LTCO.com



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Officer or Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ORT Form 4757-NA

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Land Title and Escrow Co.

Issuing Office: 901 Northeast Midway Boulevard
Oak Harbor, WA 98277

Issuing Office's ALTA® Registry ID: 0003003

Loan ID Number:

Commitment Number: 401023-LT

Issuing Office File Number: 401023-LT

Property Address: NHN Kodiak Avenue, Camano Island, WA 98282

SCHEDULE A

COMMITMENT

1. Commitment Date: October 24, 2025 at 8:00 AM

2. Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. 2021 ALTA Owner's Policy	\$1,000.00	\$527.00	\$47.43	\$574.43

PROPOSED INSURED: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below**

3. The estate or interest in the Land at the Commitment Date is: fee simple

4. The Title is, at the Commitment Date, vested in: Bradley P. Hayton and Barbara V. Hayton, a married couple

5. The Land is described as follows: *See Exhibit A attached hereto and made a part hereof.*

LAND TITLE AND ESCROW CO.

901 Northeast Midway Boulevard, Oak Harbor, WA 98277
Telephone: (360) 675-2246

Countersigned by:



Authorized Officer or Agent
Melissa Goldman
Land Title and Escrow Co.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

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By



President

Attest



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ORT Form 4757A-NA

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00
07/01/2021

SCHEDULE B - PART I

COMMITMENT REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 65.04.045. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 ½ " by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on first page:

Title(s) of document. If assignment or reconveyance reference auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter-quarter section for unplatted).

Assessor's tax parcel number(s).

Return address, which may appear in the upper left hand 3" margin.

6. Appropriate items must be released, satisfied or reconveyed by means satisfactory to the Company.
7. The property description included herein is based upon the application for Title Insurance. Before any instrument(s) pertaining to this property is/are prepared, the description should be verified and approved by all parties.
8. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
9. We will require a properly executed Owner's Affidavit be submitted to our office prior to closing.
10. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives the specific identity of the Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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SCHEDULE B - PART II

COMMITMENT

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

----- GENERAL EXCEPTIONS -----

- A. Taxes or assessments 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.
- B. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown in the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

----- SPECIAL EXCEPTIONS -----

1. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Purpose: Ingress, egress and utilities

Area Affected: Beneficial easement

Recorded: September 15, 1970

Auditor's File No.: [234515](#)

Said easement was amended by document recorded under Auditor's File No. [418306](#) .

2. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Purpose: Ingress, egress and utilities

Area Affected: Beneficial easement

Recorded: December 2, 1983

Auditor's File No.: [418305](#)

3. Reservation contained in deed from the State of Washington recorded February 1, 1919 in Volume 37 of Deeds, page 199, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

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4. Restrictive Covenant and Easement and the terms and conditions thereof as recorded September 26, 2001 under Auditor's File No. [20044030](#) . Correction of Restrictive Covenant as recorded on January 25, 2002 under Auditor's File No. [4009221](#) .
5. Notice of Relief from Forest Practices Moratorium as recorded on December 24, 2002 under Auditor's File No. [4041902](#) .
6. Survey as recorded March 24, 1999 under Auditor's File No. [99007094](#) in Volume 10 of Surveys, page 316, records of Island County, Washington.
7. Water Line Easement for Kodiak Water System as recorded January 30, 2006 under Auditor's File No. [4160916](#) .
8. Kodiak Water Declaration of Covenants, and Operations and Maintenance Provisions as recorded January 30, 2006 under Auditor's File No. [4160917](#) .
9. Disclosure and Covenant Alternative Fire Protection as recorded January 30, 2006 under Auditor's File No. [4160918](#) .
10. Disclosure Notice to Future Property Owners as recorded January 30, 2006 under Auditor's File No. [4160919](#) .
11. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:
Grantee: Public Utility District No. 1 of Snohomish County, and Verizon Northwest Inc.
Purpose: Electric transmission and/or distribution line, and Communications cables and facilities
Area Affected: Said Land
Dated: February 2, 2006
Recorded: February 14, 2006
Auditor's File No.: [4163104](#)
12. Boundary Line Adjustment #009/06 with Island County as recorded May 31, 2006 under Auditor's File No. [4171901](#) .
13. Off-Site Drainfield Easement and Operation and Maintenance Agreement as recorded September 15, 2006 under Auditor's File No. [4181818](#) , records of Island County, Washington and amended by document recorded September 9, 2010 under Auditor's File No. [4280621](#) .
14. Boundary Line Adjustment #437/06 with Island County as recorded January 23, 2007 under Auditor's File No. [4192328](#) .
15. Road Maintenance Agreement and Access and Utilities including terms and provisions contained therein as recorded May 11, 2007 under Auditor's File No. [4201804](#) , records of Island County, Washington.
16. Road Maintenance Agreement including terms and provisions contained therein as recorded September 25, 2007 under Auditor's File No. [4212680](#) , records of Island County, Washington.
17. Road Maintenance Agreement and Access and Utility Easement including terms and provisions contained therein as recorded November 9, 2007 under Auditor's File No. [4215935](#) , records of Island County, Washington.
18. Storm Water Drainage Easement and the terms and conditions thereof as recorded January 28, 2008 under Auditor's File No. [4220437](#) . Amended by instrument recorded May 15, 2009 as Auditor's File No. [4251461](#) .
19. Offsite Drainfield and Septic Transport Line Easements:
Recorded: February 19, 2008
Auditor's File No. [4221878](#)
Amended by instrument recorded May 20, 2008 as Auditor's File No. [4228959](#) , September 9, 2010 under Auditor's File No. [4280618](#) and November 10, 2010 under Auditor's File No. [4284672](#) .

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- 20.** Declaration of Covenants, Conditions and Restrictions as recorded February 25, 2008, under Auditor's File No. [4222492](#) .
- 21.** Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry:
TOGETHER WITH the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed.
From: The State of Washington
Recorded: November 6, 1918
Auditor's File No.: 19069, records of Island County, WA
- 22.** Island County Private Drainage Facility Maintenance Agreement and the terms and conditions thereof as recorded June 25, 2008 under Auditor's File No. [4231550](#) .
- 23.** Declaration of Covenant Requiring Private Maintenance of Approved Private Road and Dedication to County When Required:
Recorded: July 16, 2008
Auditor's File No.: [4232984](#)
- 24.** Off-Site Drainfield Easement and Operation and Maintenance Agreement as recorded May 19, 2009 under Auditor's File No. [4251720](#) , records of Island County, Washington. Amended by instrument recorded July 29, 2009 as Auditor's File No. [4257342](#) and March 9, 2010 under Auditor's File No. [4269976](#) .
- 25.** Declaration of Access Easement and the terms and conditions thereof as recorded May 29, 2009 under Auditor's File No. [4252524](#) .
- 26.** Declaration of Covenant Requiring Private Maintenance of Approved Privately Maintained Road Located on County Road Right of Way:
Recorded: November 10, 2010
Auditor's File No.: [4284673](#)
- 27.** Covenants, conditions, restrictions, recitals, easements, easements provisions, dedications, building setback lines, notes, statements, and other matters, if any, as set forth on the face of Short Plat No. 038/07:
Recording Date: May 10, 2011
Auditor's File No.: [4294840](#)
- 28.** Disclosure and Covenant Alternative Fire Protection recorded March 12, 2018 under Auditor's File No. [4440641](#) .
- 29.** Declaration of Covenant Requiring Private Maintenance of Approved Private Road and Dedication to County When Required recorded March 19, 2018 under Auditor's File No. [4440981](#)
- 30.** Deed of Voluntary Conveyance of Fee Interest in Kodiak Water System recorded July 14, 2025 under Auditor's File No. [4588202](#) .
- 31.** Kodiak Community Water Association (KCWA) - Initial Bylaws recorded July 14, 2025 under Auditor's File No. [4588203](#) .
- 32.** Payment of the real estate excise tax, if required.

Effective January 1, 2020, pursuant to ESSB 5998, Chapter 424, Laws of 2019, sales of real property in Washington are subject to [graduated REET](#) rates, with the [exception](#) of sales of real property classified as either "agricultural land" or "timberland," which remain subject to a REET rate of 1.28%.

The local portion of REET must be added to the total of the state portion to calculate the total tax.

An additional \$5.00 State Technology Fee should be included in all excise tax payments. If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the [official Washington State Excise Tax Affidavit](#) . Any applicable excise tax must be paid, and the submitted affidavit approved at the time of recording of conveyance documents. Note: Real Estate Excise Tax Affidavits must be printed as legal-size forms.

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

Tax Account No./Property ID No.: R23114-282-3120/807281

Total Assessed: \$240,000.00

Year: 2025

Amount Billed: \$1,360.82

Amount Paid: \$1,360.82

Balance: \$0.00

Prior to the close of escrow, please contact the County Treasurer's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and/or delinquencies.

34. Assessments, dues or transfer fees, if any, as may be levied by Kodiak Water System and/or Camano City Community Club Inc.

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ORT Form 4757BII-NA

Schedule B II – ALTA Commitment 2021 v. 01.00

07/01/2021

EXHIBIT A

LEGAL DESCRIPTION

The East half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 14, Township 31 North, Range 2 East W.M.;

TOGETHER WITH an easement for ingress, egress and public utilities as established in instrument recorded September 15, 1970 under Auditor's File No. 234515 and as amended by Partial Release of Easement recorded December 2, 1983 under Auditor's File No. 418306.

ALSO TOGETHER WITH an easement for ingress, egress and utilities as established in instrument recorded December 2, 1983 under Auditor's File No. 418305.

TOGETHER WITH All that portion of the East half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 14, Township 31 North, Range 2 East, W.M., lying North of the following described line:

Commencing at the Southwest corner of said East half;
thence North 0°19'21" West along the West line thereof a distance of 114.04 feet to the True Point of Beginning;
thence North 89°37'04" East a distance of 103.75 feet;
thence North 0°19'21" West a distance of 147.94 feet;
thence North 89°37'15" East a distance of 50.38 feet;
thence South 0°19'21" East a distance of 24.44 feet;
thence North 89°38'01" East a distance of 140.72 feet;
thence North 33°27'24" East a distance of 72.22 feet to a point on the East line of said East Half and the terminus point of herein described line:

(All of the above also known as New Lot A of Boundary Line Adjustment recorded January 23, 2007 as Auditor's File No. 4192328.)

Situate in the County of Island, State of Washington.

INFORMATIONAL NOTES

1. Where an abbreviated legal description is required on your documents, the following is suggested:

Ptn. NW ¼ SE ¼ & SW ¼ NE ¼ of Sec. 14, T31N, R2EWM

2. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereof.
3. Recording procedures in Island County have changed. We now E-Record all documents with the exception of files with Mobile Home Transfers. Island County Courthouse opens at 9:00 AM and will no longer accept Sale documents past 3:00 PM. All documents must be released by 2:30 PM to record same day. For E-Recordings only, checks (including Excise checks) need to be made payable to Land Title and Escrow.

****IMPORTANT - If sending a recording package for a walk down, recording checks should be made payable to the Island County Auditor and Excise Checks should be made payable to the Island County Treasurer. ****

PLEASE NOTE: Recording fees for both non-standard and multi-title documents, vary by document; please contact our office for more information.

EACH document is subject to an E-Record fee of \$5.45. RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

For questions regarding recording please email: IslandRecording@LTCO.com

Please send recordings to:
Recording Dept.
901 NE Midway Blvd
Oak Harbor, WA 98277



OLD REPUBLIC TITLE

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	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.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	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 Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or 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	No	We don't share
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 non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title 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. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: - Give us your contact information or show your driver's license - Show your government-issued ID or provide your mortgage information - Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: - Sharing for affiliates' everyday business purposes - information about your creditworthiness - Affiliates from using your information to market to you - Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non- financial companies. <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

PRIVACY POLICY NOTICE

LAND TITLE AND ESCROW COMPANY

PURPOSE OF THIS NOTICE

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

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

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

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

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

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

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

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

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