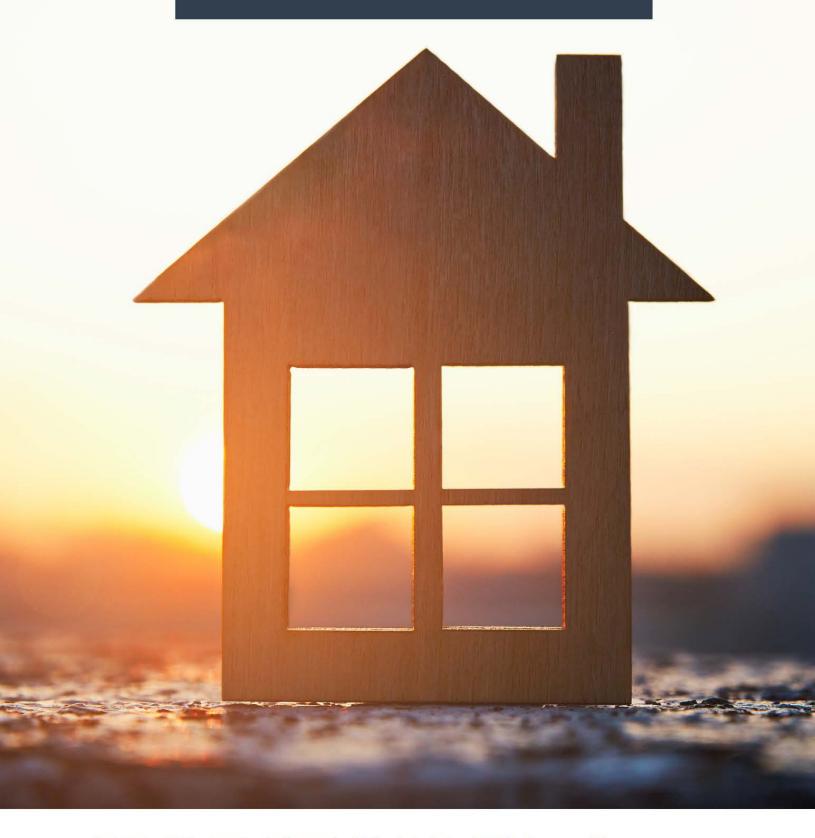
TITLE COMMITMENT







ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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.

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

- 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.
- 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way, Santa Ana, CA 92707

By:_____

Kenneth D. DeGiorgio, President

(1) laix 9-7-8-

By:

Lisa W. Cornehl, Secretary



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

Issuing Agent: Horizon Title Group, Inc. Issuing Office: 204 South Lincoln Street Port Angeles, WA 98362

Issuing Office's ALTA® Registry ID: 1167581

Loan ID Number:

Commitment Number: 02-1064-TTC Issuing Office File Number: 02-1064-TTC

Property Address: 275 South 7th Avenue, Sequim, WA 98382

SCHEDULE A

1. Commitment Date: February 15, 2024 8:00 AM

2. Policy to be issued:

4.

		AMOUNT	PREMIUM	TAX	TOTAL
a.	2021 ALTA Owner's Policy	\$0	\$0.00	\$0.00	\$0.00

PROPOSED INSURED: **To Be Determined** The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

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

Davis and Davis Associates, Inc., a Washington Corporation, successor in interest to D & D Associates, Inc., a Washington Corporation

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.



HORIZON TITLE GROUP, INC.

204 South Lincoln Street, Port Angeles, WA 98362

Telephone: (360) 457-2000

Countersigned by:

wy

Andrew Young Horizon Title Group, Inc., License #603575523

HORIZON Title Group

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way, Santa Ana, CA 92707

Whish g. Pelon

Lisa W. Cornehl, Secretary

Kenneth D. DeGiorgio, President

Z Comble



SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Attached herewith is First American Title's form of Owner/Seller Affidavit. This form must be completed and signed before a notary public and returned to Horizon Title Group, Inc. Please do so as soon as possible so as not to cause any delay in closing of your transaction. The Company reserves the right to make any additional requirements as warranted.
- 6. According to the information supplied to this company Eric B. Davis, as Manager is authorized to execute the forthcoming documents on behalf of Davis & Davis Associates, Inc. Any amendments thereto should be submitted to this company prior to closing.
- 7. The Company has been asked to issue a policy(ies) without disclosure of the liability amount. This commitment shall be effective only when the amount of the policy(ies) committed for has been inserted in Schedule "A" hereof. The forthcoming policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner.

The Company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.

- 8. Lien of the real estate excise sales tax and surcharge upon any sale of said Land, if unpaid.
- 9. General Taxes. The first portion \$3,260.09 becomes delinquent after April 30th. The second portion \$3,259.99 becomes delinquent after October 31st.

Year: 2024

Amount Billed: \$6,520.08 Amount Paid: \$0.00

Amount Due: \$6,520.08, plus interest and penalty, if delinquent

Tax Account No.: <u>033019 320009</u> Assessed value: \$863,053.00

PID No.: 21013



10. Deed of Trust and the terms and conditions thereof:

Grantor: Davis & Davis Associates, Inc.; with vesting as follows: Davis & Davis Associates, Inc., a Washington Corporation,

Successor in interest to D & D Associates, Inc., a Washington Corporation

Trustee: Clallam Title Compnay Beneficiary: Kitsap Bank Amount: \$330,000.00 Dated: February 21, 2014 Recorded: February 25, 2014 Recording No.: 2014 1305544

Amendment(s) and or Modification(s) thereto:

Recorded: April 3, 2019 Recording No.: 2019 1377325

Assignments of Leases and/or Rents and the Terms and Conditions thereof.

Recorded: February 21, 2014 Recording No.: 2014 1305586

11. Financing statement.

Debtor: Davis & Davis Associates, Inc.

Creditor: Kitsap Bank

Recording No.: 2014 1305719

A Continuation Statement has been filed:

Recorded: December 18, 2023 Recording No.: <u>2023 1455937</u>



SCHEDULE B, PART II – Exceptions

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:

- 1. 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
- 2. 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.
- 3. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, claims of easements, or encumbrances which are not shown by the Public Records.
- Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
- 6. (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, ditch or ditch right, 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.
- 7. Any lien or right to a lien for services, labor, equipment or material or medical assistance, unless such lien is shown by the Public Records as of Date of Policy.
- 8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- 9. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
- 10. Easement, including terms and provisions contained therein:

Recorded: June 1, 1981 Recording No.: 520365

For: Ingress, egress, and utilities

- 11. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants and secured parties to remove trade fixtures at the expiration of the terms.
- 12. Hazardous Substances Agreement imposed by instrument recorded on February 25, 2014, under Recording No. <u>2014</u> <u>1305545</u>.



EXHIBIT "A"

The Land referred to herein below is situated in the County of Clallam, State of Washington, and is described as follows:

The Southerly 160 feet of the following described property:

That portion of the East half of the East half of Government Lot 3, Section 19, Township 30 North, Range 3 West, W.M., Clallam County, Washington, more particularly described as follows:

Beginning at the Southeast corner of said East half of the East half of Government Lot 3;

Thence North 1°46°30" East along the East line of said East half of the East half of Government Lot 3, a distance of 430.00 feet to a point;

Thence North 88°1415" West parallel with the South line of said East half of the East half of Government Lot 3 to a point on the West line of said East half of the East half of Government Lot 3:

Thence North 1°46°46" East along the West line of said East half of the East half of Government Lot 3, a distance of 326.28 feet to the True Point of Beginning;

Thence South 89°33°41" East to a point on the East line of said East half of the East half of Government Lot 3; Thence North 1°46°30" East along said East half of the East half of Government Lot 3 to a point on the South right- of-way line of U.S. Highway 101;

Thence Westerly along the Southerly right-of-way line to a point 25 feet West of the last call when measured at right angles thereto; Thence South parallel to the East line of said East half of the East half of Government Lot 3 to a point 3 feet North of the Northerly edge of the Eureka Irrigation Ditch;

Thence Westerly following a line 3 feet of the Northerly edge of said irrigation ditch to a point on the West line of said East half of the East half of Government Lot 3;

Thence South along said West line to the True Point of Beginning.

Situate in the County of Clallam, State of Washington.



INFORMATIONAL NOTES

- 1. The Company requires the proposed insured to verify that the Land covered by this commitment is the Land intended to be conveyed in this transaction. The description of the Land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
- 2. Abbreviated Legal Description: Ptn. NW/SW, 19-30N-3W
- 3. The vestee(s) herein acquired title by deed recorded July 31, 2008 under Auditor's File No. 2008 1224696. The record discloses no other conveyances of the property herein described within the last 24 months.
- 4. The situs address of the Land herein described is: 275 South 7th Avenue, Sequim, WA 98382
- 5. Map Link

