

Horizon Title Group, Inc. 204 South Lincoln Street, PO Box 248, Port Angeles, WA 98362

**Order No.: Pre-02-2816** 

Property Address: 991 East Hammond Street, Sequim, WA 98382

Seller: Kyle Fritz and Michelle Fritz, husband and wife

**Buyer/Borrower: To Be Determined** 

**Enclosed: Preliminary Title Commitment** 

The following information is for your convenience and not part of the Preliminary Title Commitment. You should read the attached document very carefully. If you have any questions, please contact us through Qualia Connect or you can call our office at (360) 457-2000.

#### **YOUR TITLE CONTACT:**

<u>Stacy Beckman</u> <u>sbeckman@thehorizontitlegroup.com</u>

#### **YOUR RECORDING CONTACT(S):**

Lauren Droz

Idroz@thehorizontitlegroup.com

Marley Music

mmusic@thehorizontitlegroup.com

<u>Please contact your recording officer prior to your closing date to confirm recording timelines and requirements.</u> Please note that we require an email or Qualia Connect message to release all recordings. Thank you in advance for your assistance!

Please send all original recording packages to the following address:

Jefferson, Clallam, Kitsap, Mason, and San Juan County recording packages must be sent to:
2424 South Park Avenue
Port Townsend, WA 98368

Pacific County recording packages must be sent to: 1308 37th Street Seaview, WA 98644

Island County recording packages must be sent to: 775 Northeast Midway Boulevard Oak Harbor, WA 98277

We know you have a choice when choosing Title & Escrow Services, THANK YOU for choosing Horizon Title Group!



# 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.

FIRST AMERICAN TITLE INSURANCE COMPANY 1 First American Way, Santa Ana, CA 92707

Ву:\_\_\_\_\_

Sally F. Tyler, President

By:

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance Issued by First American 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



#### **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; and
  - f. Schedule B, Part II—Exceptions; and

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#### 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.
- 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
- 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.

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#### 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 proforma 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: Horizon Title Group, Inc.

Issuing Office: 204 South Lincoln Street, PO Box 248

Port Angeles, WA 98362

Issuing Office's ALTA® Registry ID: 1167581

Commitment Number: Pre-02-2816

Property Address: 991 East Hammond Street, Sequim, WA 98382

#### **SCHEDULE A**

- 1. Commitment Date: September 30, 2025 at 8:00 AM
- **2.** Policy to be issued:

|    |                             | AMOUNT | PREMIUM | TAX    | TOTAL  |
|----|-----------------------------|--------|---------|--------|--------|
| a. | 2021 ALTA Owner's<br>Policy | \$     | \$0.00  | \$0.00 | \$0.00 |

PROPOSED INSURED: To Be Determined

- **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: Kyle Fritz and Michelle Fritz, husband and wife
- **5.** The Land is described as follows: See Exhibit A attached hereto and made a part hereof.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

#### HORIZON TITLE GROUP, INC.

204 South Lincoln Street, PO Box 248, Port Angeles, WA 98362

Telephone: (360) 457-2000

Countersigned by:

By: \_\_\_\_\_\_Authorized Signatory

Stacy Beckman

Horizon Title Group, Inc., License #603575523

**HORIZON** Title Group

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#### **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.
  - Duly authorized and executed Deed from Kyle Fritz and Michelle Fritz, husband and wife, to To Be Determined, to be executed and recorded at closing.
- **5.** Attached herewith is our Owner/Seller Affidavit. This form must be completed and signed 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. Lien of the real estate excise sales tax and surcharge upon any sale of said Land, if unpaid.
- 7. General Taxes which have been paid.

Year: 2025

Amount Billed: \$718.95 Amount Paid: \$718.95

Amount Due: \$0.00, plus interest and penalty, if delinquent

Tax Account No.: <u>033020430120</u> Assessed value: \$92,800.00

PID No.: 22318

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#### **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 met.
- 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.
- 4. Easements, claims of easements, or encumbrances which are not shown by the Public Records.
- **5.** 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.

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**10.** A record of survey and matters relating thereto:

Recorded: August 11, 1988 Recording No.: 606805 Volume or Book/Page: 14/49

11. A record of survey and matters relating thereto:

Recorded: November 16, 2017 Recording No.: 2017 1357446 Volume or Book/Page: 81/41

Said Survey is an amendment to Survey recorded in Volume 78 of Surveys, page 77.

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File No.: Pre-02-2816

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

The West 199.57 feet of the East 229.57 feet of that portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 30 North, Range 3 West, W.M., Clallam County, Washington, lying Northerly of the Plat of Flaura's Acres, according to Plat thereof recorded in Volume 5 of Plats, page 75, records of Clallam County, Washington.

EXCEPT road right of way along the North Line thereof.

ALSO EXCEPT that portion conveyed to the State of Washington by Deed recorded June 13, 1979 under Auditor's File No. 496859.

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.** As of the date hereof there are no matters against To Be Determined, which would appear as exceptions in the policy to issue, except as shown herein.
- 3. Abbreviated Legal Description: Ptn. SW-SE, 20-30-3W
- **4.** The vestee(s) herein acquired title by deed recorded December 31, 2020 under Auditor's File No. <a href="20201409647">20201409647</a>. The record discloses no other conveyances of the property herein described within the last 24 months.
- 5. The situs address of the Land herein described is: 991 East Hammond Street, Sequim, WA 98382
- **6.** Map
- 7. Combined Exception Documents
- **8.** All original recording packages must be sent to the following address:

**Jefferson, Clallam, Kitsap, Mason**, and **San Juan** County recording packages must be sent to the following address:

Horizon Title Group, Inc. 2424 South Park Avenue Port Townsend, WA 98368

Pacific County recording packages must be sent to the following address:

Horizon Title Group, Inc. 1308 37th Street Seaview. WA 98644

**Island** County recording packages must be sent to the following address:

Horizon Title Group, Inc. 775 Northeast Midway Boulevard Oak Harbor, WA 98277

- 9. PLEASE NOTE: THERE WILL BE A FEE OF \$5.00 + TAX PER E-RECORDED DOCUMENT INCLUDED ON ALL RECORDING INVOICES.
- **10.** NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

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### **Privacy Notice**

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does <u>not</u> apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found <u>here</u>.

<u>What Type Of Personal Information Do We Collect About You?</u> We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Collect Your Personal Information?</u> We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

<u>How Do We Use Your Personal Information?</u> We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>How Do We Store and Protect Your Personal Information?</u> The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our



best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

<u>How Long Do We Keep Your Personal Information?</u> We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

<u>Your Choices</u> We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

<u>International Jurisdictions</u>: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

<u>Changes to Our Notice</u>: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

<u>For California Residents</u> If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <a href="https://www.firstam.com/privacy-policy/">https://www.firstam.com/privacy-policy/</a>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.