

133 SO. NEST STREET - P.O. BOX 670 MONTESANO, WASHING TON 98563 Serving Grays Harbor County

Phone: 360-249-4031 Fax: 360-249-4106

## **DISTRIBUTION LIST**

Our Order No.: PT7461

Re: SUMMERILL / TO COME Property Address: 804 SATSOP RD W

**MONTESANO, WA 98563** 

This Preliminary Commitment has been prepared and distributed to the following parties:

	Lender
SELLING AGENT	LISTING AGENT
	WINDERMERE REAL ESTATE ABERDEEN
	CONTACT: DAVID DAGNEN
	EMAIL: DDAGNEN@WINDERMERE.COM
ADDITIONAL SELLING AGENT	ADDITIONAL LISTING AGENT
BUYER'S ATTORNEY	SELLER'S ATTORNEY
	2 14 10 10 10 10 10 10 10 10 10 10 10 10 10
MORTGAGE BROKER	ADDITIONAL LENDER
	TITLE OFFICER: WARREN DRAKE JR.
	EMAIL: WARREN@PACIFICTITLE.NET
	LIVINIE. VACUALIZACI ACII TOTTILLALI

# **COMMITMENT FOR TITLE INSURANCE**

Pacific Title Co. Inc.

133 SO. FIRST STREET - P.O. BOX 670
MONTESANO, WASHINGTON 98563
Serving Grays Harbor County

133 South First Street Montesano, WA 98563

Phone: 360-249-4031 Fax: 360-249-4106

# 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Issued through the office of:

Pacific Title Co., Inc. as agent for **Old Republic National Title Insurance Company** 

Authorized Officer or Agent

ORT Form 4690 WA 8-1-16 ALTA Commitment for Title Insurance

### **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

> Monroe Dans Jold President

#### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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;
  - (i) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (ii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(ii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (h) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (i) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (j) Until the Policy is issued, 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.
- (k) 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.
- (I) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (m) 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 HAS BEEN 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 the purpose of providing closing or settlement services.

#### 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.

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133 SO. FIRST STREET - P.Q. BOX 670 MONTESANO, WASHINGTON 98563 Serving Grays Harbor County

Phone:

360-249-4031 Fax: 360-249-4106

Agent for

# **Old Republic National Title Insurance Company ALTA COMMITMENT**

#### **SCHEDULE A**

Title Officer: Warren Drake Jr.

Order No.: PT7461

**Escrow Officer:** 

Ref: SUMMERILL / TO COME

- 1. EFFECTIVE DATE: July 27, 2023 at 8:00 AM.
- 2. POLICY OR POLICIES TO BE ISSUED:

a. ALTA 2006 STANDARD OWNER'S POLICY

Amount

**\$TO COME** 

Proposed Insured:

TITLE WILL BE VESTED IN PARTIES YET UNDISCLOSED. WHEN TITLE IS VESTED. THEIR TITLE WILL BE SUBJECT TO MATTERS OF RECORD AGAINST THEIR NAMES.

b.

Amount

Proposed Insured:

Proposed Insured:

**Amount** 

PREMIUM INFORMATION:

a. **GENERAL SCHEDULE RATE** 

**\$TO COME** 

Tax: \$TO COME Total: \$TO COME

Tax:

b. C.

C.

Tax:

Total: Total:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

#### **FEE SIMPLE**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED

#### DAVID W. SUMMERILL AND BONNIE CHAPLIN SUMMERILL, A MARRIED COUPLE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

#### **SEE ATTACHED EXHIBIT "A"**

## **SCHEDULE B - SECTION I**

#### **REQUIREMENTS:**

- 1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
- 2. PAYMENT OF CANCELLATION FEE IN ACCORDANCE WITH OUR FILED RATE SCHEDULE, TO BE IMPOSED IF THIS TRANSACTION IS CANCELED FOR ANY REASON.
- 3. THIS COMMITMENT SHALL NOT OBLIGATE THE COMPANY TO ISSUE ANY ENDORSEMENT. ALL ENDORSEMENTS TO BE ISSUED MUST BE AGREED TO BY THE COMPANY AND APPROPRIATE FOR THE ESTATE INSURED.
- 4. 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 THEREON.

**END OF SCHEDULE B - SECTION I REQUIREMENTS** 

### **SCHEDULE B - SECTION II**

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

#### **GENERAL EXCEPTIONS:**

- A. RIGHTS OR CLAIMS DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES BENEFIT FUNDS, OR FOR STATE WORKERS' COMPENSATION, OR FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, ALL AS IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- E. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
- I. INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING EASEMENTS OR EQUITABLE SERVITUDES.
- J. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- K. 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.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS** 

#### **SPECIAL EXCEPTIONS:**

1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.

NOTE: EXCISE TAX OF 1.35% IS DUE ON SALES PRICES UP TO \$525,000.00. EXCISE TAX OF 1.53% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$525,000.01 TO \$1,525,000.00. EXCISE TAX OF 3.00% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,525,000.01 TO \$3,025,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF THE SALES PRICE OVER \$3,025,000.01.

- 2. TERMS, COVENANTS AND CONDITIONS CONTAINED IN APPLICATION FOR CURRENT USE CLASSIFICATION, INCLUDING LIABILITY FOR FUTURE TAXES, ROLLBACKS, PENALTIES AND INTEREST UPON BREACH OF, OR WITHDRAWAL FROM, SAID CLASSIFICATION. (DESIGNATED FOREST LAND)
- 3. RESERVATIONS CONTAINED IN INSTRUMENT RECORDED JULY 31, 1946, UNDER AUDITOR'S FILE NO. 461925, VOLUME 268 OF DEEDS, PAGE 208, IN PART AS FOLLOWS:

"RESERVING 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 PROVISON HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY."

- 4. RIGHT, TITLE AND INTEREST OF SATSOP INVESTMENT COMPANY, A WASHINGTON CORPORATION, UNDER DEEDS FROM SCHAFER BROS. LOGGING COMPANY, OF OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, BUT NOT INCLUDING TIMBER AND WATER, SAND AND GRAVEL, LYING IN AND UNDER SAID PREMISES, AND ALL OTHER OIL, GAS AND MINERAL RIGHTS OF GRANTOR IN GRAYS HARBOR COUNTY, SUBJECT TO STATED TERMS, PROVISIONS AND LIMITATIONS; RECORDED MARCH 31, 1995, UNDER AUDITOR'S FILE NO. 590154, VOLUME 355 OF DEEDS, PAGE 139.
- 5. RESERVATIONS CONTAINED IN INSTRUMENT RECORDED JULY 19, 1955, UNDER AUDITOR'S FILE NO. 592481, VOLUME 356 OF DEEDS, PAGE 585, IN PART AS FOLLOWS:

"RESERVING ALL OIL, GAS, OTHER PETROLEUM PRODUCTS, AND METALLIFEROUS MINERALS OF WHATSOEVER NATURE, BUT NOT INCLUDING TIMBER, WATER, SAND, GRAVEL AND OTHER NON-METALLIC ORES OR SUBSTANCES."

6. STILL CREEK AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

RECORDED:

JULY 29, 1966

FILE NO.:

172413, VOLUME 461 OF DEEDS, PAGE 331

BY AND BETWEEN:

**WEYERHAEUSER COMPANY** 

AND:

STATE OF WASHINGTON

FOR:

A PERMANENT NONEXCLUSIVE EASEMENT UPON, OVER

AND ALONG A RIGHT OF WAY SIXTY (60) FEET IN WIDTH

STILL CREEK AGREEMENT AMENDMENT NO. 1, AND THE TERMS AND CONDITIONS

THEREOF:

RECORDED:

**NOVEMBER 27, 1967** 

FILE NO.:

196751

BY AND BETWEEN:

WEYERHAEUSER COMPANY, A WASHINGTON

CORPORATION

AND:

STATE OF WASHINGTON, ACTING BY AND THROUGH THE

**DEPARTMENT OF NATURAL RESOURCES** 

7. STATEMENT OF CLAIM TO MINERAL INTEREST, AND THE TERMS AND CONDITIONS

THEREOF;

RECORDED: JUNE 4, 1986 FILE NO.: 860602124

EXECUTED BY: WEYERHAEUSER COMPANY, FORMERLY KNOWN AS

WEYERHAEUSER TIMBER COMPANY, A WASHINGTON

CORPORATION

8. STATEMENT OF CLAIM FOR MINERAL INTERESTS, AND THE TERMS AND CONDITIONS

THEREOF;

RECORDED: JUNE 6, 1986 FILE NO.: 860606011

EXECUTED BY SIMPSON TIMBER COMPANY

9. STATEMENT OF CLAIM FOR MINERAL INTERESTS, AND THE TERMS AND CONDITIONS

THEREOF;

RECORDED: JULY 23, 1987 FILE NO.: 870723035

EXECUTED BY SCHAFER BROS. LOGGING CO., NOW SATSOP

**INVESTMENT CO.** 

10. WAIVER, AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: APRIL 29, 1988 FILE NO.: 880502037

TO: CHEHALIS COUNTY

FOR: A RIGHT OF WAY 60 FEET IN WIDTH

11. RIGHT OF WAY EASEMENT, AND THE TERMS AND CONDITIONS THEREOF;

RECORDED: JUNE 13, 1995 FILE NO.: 950614043

GRAYS HARBOR COUNTY

FOR: A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE

CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND

**USE OF WEST SATSOP COUNTY ROAD.** 

12. STATUTORY WARRANTY DEED, AND THE TERMS AND CONDITIONS THEREOF;

DATED: NOVEMBER 21, 2011
RECORDED: DECEMBER 6, 2011
FILE NO.: 2011-12060005
DISCLOSES BUT NOT LIMITED TO THE FOLLOWING:

FOREST MANAGEMENT ACTIVITIES ORDINARILY AND NECESSARILY PRODUCE NOISE, DUST, SMOKE, APPEARANCE AND OTHER CONDITIONS WHICH MAY CONFLICT WITH GRANTEE'S USE OF THE PROPERTY AND EASEMENT. GRANTEE, ITS SUCCESSORS AND ASSIGNS HEREBY WAIVE ALL COMMON LAW RIGHTS TO OBJECT TO NORMAL, NECESSARY AND NON-NEGLIGENT FOREST MANAGEMENT ACTIVITIES LEGALLY CONDUCTED ON GRANTOR'S ADJACENT PROPERTY AND THE EASEMENT AREA. GRANTEE, ITS SUCCESSORS AND ASSIGNS WILL NOT OBJECT TO THE APPLICATION OF CHEMICALS, INCLUDING, WITHOUT LIMITATION, PESTICIDES AND HERBICIDES, ON GRANTOR'S ADJACENT PROPERTY. IT IS INTENDED AND AGREED THIS COVENANT SHALL BE HEREAFTER A PART OF THE PUBLIC RECORD AND FOREVER REMAIN A COVENANT WITH THE PROPERTY NOW OR HEREAFTER ADJACENTLY ACQUIRED BY GRANTEE AND ANY PARTY ACQUIRING AN INTEREST IN SAID PROPERTY SHALL BE BOUND BY THE TERMS OF THE COVENANT.

13. EASEMENT, AND THE TERMS, COVENANTS AND PROVISIONS THEREOF FOR ELECTRIC DISTRIBUTION AND COMMUNICATION FACILITIES AND TOGETHER WITH NECESSARY APPURTENANCES. AS GRANTED BY INSTRUMENT:

RECORDED:

**AUGUST 6, 2018** 

FILE NO.: TO:

2018-08060005 PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR

COUNTY, WASHINGTON

14. RIGHT-OF-WAY FOR WEST SATSOP COUNTY ROAD, IF ANY, AND ANY EASEMENT RIGHTS OF ADJOINING PROPERTIES OR THE PUBLIC TO THAT PORTION OF THE LAND INCLUDED WITHIN SUCH ROAD, AS DISCLOSED BY GRAYS HARBOR COUNTY ASSESSOR MAPS.

- 15. ANY CHANGE IN THE BOUNDARY OR LEGAL DESCRIPTION OF THE LAND DESCRIBED HEREIN, DUE TO A SHIFT OR CHANGE IN THE COURSE OF THE STILL CREEK AND/OR SATSOP RIVER.
- 16. RIGHTS OF STATE OF WASHINGTON TO THAT PORTION OF LAND, IF ANY, LYING IN THE BED OF THE STILL CREEK AND/OR SATSOP RIVER, IF THAT WATERWAY IS NAVIGABLE.
- 17. ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENTS OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER, AND THE RIGHT OF USE. CONTROL OR REGULATION BY THE UNITED STATES OF AMERICA IN EXERCISE OF POWER **OVER NAVIGATION.**

# **END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

#### NOTES:

a. ACCORDING TO THE RECORDS OF GRAYS HARBOR COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.:

180709140010

LAND: **IMPROVEMENTS:** 

\$433.00

TOTAL:

\$0.00 \$433.00

TAX ACCOUNT NO.:

180710230020

LAND:

\$44,012.00

**IMPROVEMENTS:** 

\$329,792.00

TOTAL: \$373,804.00

b. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PTN E 1/2 NE S9 T18N R7W & PTN SW NW & N 1/2 SW S10 T18N R7W

c. 2023 GENERAL TAXES IN THE AMOUNT OF \$27.40 HAVE BEEN PAID IN FULL.

TAX ACCOUNT NO.:

180709140010

2023 GENERAL TAXES IN THE AMOUNT OF \$3,907.20 HAVE BEEN PAID IN FULL.

TAX ACCOUNT NO.:

180710230020

d. THE ADDRESS OF THE PROPERTY HEREIN DESCRIBED IS COMMONLY KNOWN AS:

804 SATSOP RD W MONTESANO, WA 98563

e. IN THE EVENT THAT THE PRELIMINARY COMMITMENT JACKET IS NOT ATTACHED HERETO, ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN SAID JACKET ARE INCORPORATED HEREIN. THE COMMITMENT JACKET IS AVAILABLE FOR INSPECTION UPON REQUEST.

**END OF SCHEDULE B - SECTION II NOTES** 

Authorized Signature

#### **EXHIBIT "A"**

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 7 WEST OF THE WILLAMETTE MERIDIAN THAT LIES EASTERLY AND SOUTHERLY OF THE CENTERLINE OF THE WEST SATSOP COUNTY ROAD AND WESTERLY OF THE THREAD OF THE WEST BRANCH OF THE SATSOP RIVER;

LESS AND EXCEPT THAT CERTAIN TRACT OF LAND CONVEYED TO RAYMOND D. ANGELEDES BY DEED DATED MAY 16, 1994, RECORDED IN BOOK 94 AT PAGE 22711 UNDER AUDITOR'S FILE NO. 940701070, SAID TRACT BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 18 NORTH, RANGE 7 WEST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE SOUTH RIGHT OF WAY LINE OF THE WEST SATSOP COUNTY ROAD:

THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 339.12 FEET TO THE WESTERLY BANK OF THE WEST FORK OF THE SATSOP RIVER;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID WESTERLY BANK OF THE WEST FORK OF THE SATSOP RIVER, A DISTANCE OF 207.53 FEET TO THE CENTERLINE OF STILL CREEK; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE CENTERLINE OF STILL CREEK TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THE WEST SATSOP COUNTY ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH RIGHT OF WAY LINE OF THE WEST SATSOP COUNTY ROAD, A DISTANCE OF 277.35 FEET TO THE POINT OF BEGINNING; AND

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 7 WEST OF THE WILLAMETTE MERIDIAN WHICH LIE SOUTHERLY OF THE THREAD OF THE WEST BRANCH OF THE SATSOP RIVER AND NORTHERLY OF THE CENTERLINE OF THE WEST SATSOP COUNTY ROAD;

LESS ANY PORTION THEREOF CONVEYED TO RAYMOND D. ANGELEDES BY DEED DATED JUNE 16, 1994, RECORDED MAY 16, 1994, RECORDED IN BOOK 94 AT PAGE 22711, AUDITOR'S FILE NO. 940701070, RECORDS OF GRAYS HARBOR COUNTY;

SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.

# OLD REPUBLIC TITLE

PACTS

# 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.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
1. 3 (1.0 kg) (1.0 kg)	<ul> <li>Social Security number and employment information</li> </ul>
What?	<ul> <li>Mortgage rates and payments and account balances</li> </ul>
	<ul> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
Haw?	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 <u>www.oldrepublictitle.com</u> (Contact Us)

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

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 http://www.OldRepublicTitle.com/newnational/Contact/privacy.		
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?	<ul> <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 non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</li> </ul>		

Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.	
	<ul> <li>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.</li> </ul>	
Non-affiliates	Companies not related by common ownership or control. They can be financial ar non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you	
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • •Old Republic Title doesn't jointly market.	

## 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.

American First Abstract, LLC	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	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	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.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

