COMMITMENT FOR TITLE INSURANCE



1425 MAPLE STREET Longview, WA 98632

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COMMITMENT FOR TITLE INSURANCE Issued by TITLE RESOURCES GUARANTY 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, <u>TITLE RESOURCES GUARANTY COMPANY</u>, a Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

An Authorized Signature

itle Resources Guaranty Company

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 WA Modified



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; and
 - (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;
 - (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 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.

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- (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)(iii) 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.

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

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) 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.
- (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 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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Agent for

TITLE RESOURCES GUARANTY COMPANY ALTA COMMITMENT

SCHEDULE A

Title Officer: David Dolan Order No.: CTL20423

Ref: **BRUNSON**

1. EFFECTIVE DATE: July 21, 2023 at 8:00 AM.

2. POLICY OR POLICIES TO BE ISSUED:

a. ALTA 2006 STANDARD OWNER'S POLICY Amount \$TO COME

Proposed Insured:

TO COME

b. Amount

Proposed Insured:

c. Amount

Proposed Insured:

PREMIUM INFORMATION:

a. GENERAL SCHEDULE RATE \$TO COME Tax: \$TO COME Total: \$TO COME

b.

C.

3. 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 IN:

R. SCOTT BRUNSON AND KARLA BRUNSON, A MARRIED COUPLE AND HOMESTEAD DEVELOPMENT LLC

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF COWLITZ, 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. GENERAL TAXES AND ASSESSMENTS, IF ANY, NOT INCLUDING INTEREST AND PENALTY AFTER DELINQUENCY:

YEAR AMOUNT PAID OWING 2023 \$2,337.89 \$1,168.97 \$1,168.92

TAX PARCEL NO.: 50339 TAX CODE: 900

FIRST HALF OF GENERAL TAXES BECOME DELINQUENT ON MAY 1. SECOND HALF OF GENERAL TAXES BECOME DELINQUENT ON NOVEMBER 1.

2. LIEN OF EXCISE TAX, IF UNPAID.

EXCISE TAX RATE IS A GRADUATED, MARGINAL RATE BASED ON SALES PRICE (PLUS \$5.00 STATE TECHNOLOGY FEE):

\$525,000 OR LESS 1.35%

\$525,000.01 - \$1,525,000.00 1.53%

\$1,525,000.01 - \$3,025.000.00 3.00%

\$3,025,000.01 OR MORE 3.25%

<u>CALCULATION IS MARGINAL</u> (FIRST \$525,000.00 IS AT LOWER RATE, <u>PLUS</u> AMOUNT OF PRICE ABOVE \$525,000.00 AT HIGHER RATE). <u>EXAMPLE</u> \$625,000.00 SALES PRICE: \$525,000.00 AT 1.35% PLUS \$100,000.00 AT 1.53% = \$8,617.50 PLUS \$5.00 AFFIDAVIT PROCESSING FEE = \$8,622.50.

EXCEPTIONS TO ABOVE RATES:

• CITY OF WOODLAND (TAX CODE 900):

\$525,000.00 OR LESS 1.60%

\$525,000.01 - \$1,525,000.00 1.78%

\$1,525,000.01 - \$3,025,000.00 3.25%

\$3,025,000.01 OR MORE 3.50%

- AGRICULTURAL LAND/TIMBERLAND EXCISE TAX IS 1.53% REGARDLESS OF SALES PRICE, EXCEPT IN TAX CODE 900 WHERE AGRICULTURAL LAND/TIMBERLAND EXCISE TAX IS 1.78% REGARDLESS OF SALES PRICE.
- 3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY,

WASHINGTON, A MUNICIPAL CORPORATION, AND THE GENERAL TELEPHONE COMPANY, A WASHINGTON

CORPORATION

PURPOSE: RIGHT-OF-WAY EASEMENT FOR POWER AND TELEPHONE

DATED: MAY 29, 1973

RECORDED: FEBRUARY 04, 1974

AUDITOR'S FILE NO.: 756253 VOLUME: 801 PAGE: 048
AREA AFFECTED: A PORTION OF SAID PROPERTY

4. DEDICATIONS, RESTRICTIVE COVENANTS, EASEMENTS, BUILDING SET BACK LINES, SLOPE RIGHTS AND RESERVATIONS AS DISCLOSED BY THE PLAT OF MRS. IDA E. PARENT'S ACRE TRACTS IN THE TOWN OF WOODLAND

5. MATTERS SET FORTH BY SURVEY: RECORDED: JUNE 19, 2018

AUDITOR'S NO.: <u>3595257</u> VOLUME: 37 PAGE: 123

6. MATTERS SET FORTH BY SURVEY:

RECORDED: SEPTEMBER 18, 2018

AUDITOR'S NO.: 3601569 VOLUME: 37 PAGE: 169

7. MATTERS SET FORTH BY SURVEY:

RECORDED: MARCH 29, 2023

AUDITOR'S NO.: <u>3732048</u> VOLUME: 43 PAGES: 110-111

END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS

NOTES:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

438 WASHINGTON ST WOODLAND, WA 98674

b. ACCORDING TO THE RECORDS OF COWLITZ COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.: 50339 LAND: \$92,980.00 IMPROVEMENTS: \$117,570.00 TOTAL: \$210,550.00

c. 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:

PARENTS ACRE TR LOT 2

- d. TITLE IS TO VEST IN PERSON OR PERSONS NOT DISCLOSED AND WHEN SO VESTED WILL BE SUBJECT TO MATTERS DISCLOSED BY A SEARCH OF THE RECORDS AGAINST HIS, HER OR THEIR NAMES.
- e. CONVEYANCES AFFECTING SAID PREMISES WITHIN THE LAST 24 MONTHS WERE RECORDED UNDER AUDITOR'S FILE NO(S). 3725899, A COPY OF WHICH ARE ATTACHED.
- f. A COPY OF THE CURRENT AGREEMENT OF HOMESTEAD DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED. WE MAKE NO COMMITMENT UNTIL WE HAVE REVIEWED THE AGREEMENT AND AMENDMENTS, IF ANY, TO BE SUBMITTED.

ANY CONVEYANCE OR ENCUMBRANCE SHOULD BE EXECUTED BY ALL THE MEMBERS, UNLESS OTHERWISE PROVIDED FOR IN SAID AGREEMENT.

END OF SCHEDULE B - SECTION II NOTES

Authorized Signature

EXHIBIT "A"

TRACT 2, MRS. IDA E. PARENT'S ACRE TRACTS IN THE TOWN OF WOODLAND, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 159, RECORDS OF COWLITZ COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON



Rev. 09/07/2022

| FACTS | WHAT DOES TITLE RESOURCES GUARANTY COMPANY 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 account balances • Payment history and credit card or other debt • 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 TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing. | | |
| Reasons we can share your personal information | | Does TITLE RESOURCES GUARANTY COMPANY share? | Can you limit this sharing? |
| For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | | Yes | No |
| For our marketing purposes- to offer our products and services to you | | 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 nonaffiliates to market to you | | No | We don't share |
| Questions? Go | to https://www.titleresources.com | /privacypolicy | |

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| Who we are | |
| Who is providing this notice? | TITLE RESOURCES GUARANTY COMPANY |
| What we do | |
| How does TITLE RESOURCES GUARANTY COMPANY 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. |
| How does TITLE RESOURCES GUARANTY COMPANY collect my personal information? | We collect your personal information, for example, when you Apply for insurance or pay insurance premiums Provide your mortgage information or show your driver's license Give us your contact information 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 nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. |
| Definitions | |
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (https://www.anywhere.re); Anywhere Integrated Services, LLC (https://www.anywhereis.re); and HomeServices of America, Inc. (https://www.homeservices.com). |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you. |
| Joint Marketing | A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes. |
| Other Important Information | |
| For European Union Customers | Please see our Privacy Policy located at https://www.titleresources.com/privacypolicy |
| For our California Customers | Please see our notice about the California Consumer Protection Act located at https://www.titleresources.com/privacypolicy |

