

Aegis Land Title Group (SH) 124 North 2nd Street Shelton, WA 98584 Phone: (360) 426-9713

# Commitment for Title Insurance

Our File No.: 2022-39052-SH Seller Name: Lorraine Musson

Buyer Name: To Be Determined

Property Address Reference: XXX Vacant Land, Shelton, WA 98584

Thank you for your transaction, we look forward to serving you. Enclosed please find a copy of the Title Commitment for the above referenced transaction, which contains hyperlinks to all the relevant historical documents. You will also find a PDF copy of the historical documents for your convenience. If you have any questions pertaining to this information, please do not hesitate to contact us. We appreciate your business.

For a quick video on how to read your Title Commitment and what it means to you please go to: <u>How to Read Your Title</u> <u>Report</u>

Local decision making. Local authority. Local service. Nationally insured.



Aegis Land Title Group (SH) 124 North 2nd Street Shelton, WA 98584 Phone: (360) 426-9713

#### Transaction Identification Data for reference only:

Issuing Agent:	
Issuing Office:	
Issuing Office's ALTA® Registry ID:	
Commitment Number:	
Property Address:	

Aegis Land Title Group (SH) 124 North 2nd Street, Shelton, WA 98584 1047466 2022-39052-SH XXX Vacant Land, Shelton, WA 98584

**Revision Number:** 

## Escrow Company: Aegis Land Title Group – Escrow Officer: – Phone: (360) 427-8088 –

Email:

#### Title Officer: Andrea McFarland – Phone: (360) 426-9713 – Email: amcfarland@agltg.com

#### **Customer Reference: Musson – Determined**

- 1. Effective Date: April 21st, 2022 at 8:00 AM
- 2. Policy to be issued:

(a) ALTA Owner's Policy	Proposed Policy Amount:	\$
Rate Type: Short Term	Premium:	\$0.00
	Tax:	\$
	Additional Fee:	\$0.00
	Total:	\$

Proposed Insured: **To Be Determined** 

- 3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
- 4. The Title is, at the Commitment Date, vested in: Lorraine Musson, as her separate property
- 5. The Land is described as follows: FOR LEGAL DESCRIPTION SEE EXHIBIT "A" HERETO ATTACHED.

## EXHIBIT "A"

### Legal Description:

Parcel 1:

Lots 5 through 19, both inclusive, Block 9, Walker Park Addition to Shelton, Washington, Volume 3 of Plats, pages 4 and 4A, records of Mason County, Washington.

Parcel 2:

Lot 1, Block 11, Walker Park Addition to Shelton, Washington, Volume 3 of Plats, pages 4 and 4A, records of Mason County, Washington.

### Abbreviated Legal:

Lots 5-19, BLK 9 & Lot 1, BLK 11, Walker Park Addn.

#### Parcel No(s):

32021-50-09005 and 32021-50-11001

Purported Address: XXX Vacant Land, Shelton, WA 98584

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I Order No.: 2022-39052-SH

## REQUIREMENTS

All of the following Requirements must be met:

 We e-record documents with the county. Please make excise tax and recording fees payable to Aegis Land Title Group. Recording packages received with excise tax payable to the county will not be recorded the same day. <u>E-Recording</u> <u>Benefits</u>.

Recording fees charged by the county are billed as follows: Deeds - \$203.50 for the first page and \$1.00 for each additional page. Deeds of Trust - \$204.50 for the first page and \$1.00 for each additional page. Additionally, there is a \$4.65 e-recording surcharge per document.

- 2. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees may be charged, subject to the Auditor's discretion.
- 3. All of the following Requirements must be met:

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.

- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.

• 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.

4. The application identifies the land by a street address only. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires a legal description of the correct land approved by the parties to the transaction.

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II Order No.: 2022-39052-SH

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

#### **GENERAL EXCEPTIONS**

A. Taxes or assessments which are not shown as existing liens by the public records.

B. (i) Unpatented mining claims, (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matter described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

C. Extended coverage exceptions as follows:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, question of location, boundary and/or area; or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and shown by the Public Records.

4. Any lien or right to a lien for services, labor, equipment or material not shown by the Public Records.

D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.

E. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.

F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

G. (a) General taxes not now payable; (b) special assessments and/or special levies, if any, that are not disclosed by the public records; (c) taxes or assessments that are not yet liens; (d) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

### SPECIAL EXCEPTIONS FOLLOW

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II Order No.: 2022-39052-SH

## SPECIAL EXCEPTIONS

1. Subject to provisions set forth in Warranty Deed recorded December 27, 1924, Auditor's File No. <u>44235</u>, as follows:

"Said consideration also being in full settlement of all claims and demands for damages sustained by reason of the location, construction and maintenance and operation of said railway over and across said described land."

#### 2. MINERAL RESERVATIONS.

Reserved By: Puget Mill Company, a corporation Recorded: March 9, 1929 Auditor's File No.: <u>58262</u> Reserving all oils, gases, coal, ores, minerals and fossil, forever, together with the right to take, mine and remove the same, provided that reasonable compensation shall be made for all damage done to the surface of said land and the improvements thereon in carrying on any such operation.

Said reservation may be relinquished in part in Quit Claim Deed recorded October 14, 1959, Auditor's File No. <u>180877</u>.

- 3. Provisions set forth on the plat of <u>Walker Park Addition to Shelton, Washington</u>, Volume 3 of Plats, pages 4 and 4A, records of Mason County, Washington, including DEDICATION.
- 4. General taxes: First half due on or before April 30; Second half due on or before October 31:

Year: 2022 Amount Billed: \$590.57 Amount Paid: \$0.00 Amount Due: \$590.57, plus interest and penalty if delinquent Tax Account No.: 32021-50-09005 Property Code: 91 Total Assessed Value: \$56,600.00

- 5. General taxes: First half due on or before April 30; Second half due on or before October 31: Year: 2022 Amount Billed: \$0.00 Amount Paid: \$0.00 Amount Due: \$0.00, plus interest and penalty if delinquent Tax Account No.: 32021-50-11001 Property Code: 91 Total Assessed Value: \$20.00
- 6. Please be advised that our search did not disclose any open deeds of trust of record. If you should have any knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II Order No.: 2022-39052-SH

7. Effective January 1, 2020 new graduated Real Estate Excise Tax rates on sales of real property take effect as follows:

Sales Price Thresholds Tax Rate \$500,000 or less 1.60% \$500,000.01 to \$1,500,000 1.78% \$1,500,000.01 to \$3,000,000 3.25% \$3,000,000.01 or more 3.50%

(Rates apply separately to portions of the sales price within each threshold) Sales of land identified as "agricultural land" or "timberland" continue to be subject to a flat rate 1.78%. Please inquire with the Mason County Treasurer for a determination on the applicability of this flat fee.

In addition to the tax as computed above, a \$5.00 State Technology Fee is payable.

Note: If your transaction includes recording of tax-exempt documents, a total of \$10.00 for technology and processing fees is payable.

### END OF SPECIAL EXCEPTIONS

## NOTES

1. The current COVID-19 pandemic is having an impact on our ability to timely record documents in some instances, due to delays at various County levels (Budget cuts, reduced staffing and hours).

In the instance a recording is delayed due to County processing, an Affidavit is available which allows Aegis Land Title Group to insure this transaction prior to the recording of the closing documents and would permit disbursement of the funds held in Escrow. The use of this Affidavit requires the consent of the Seller, Purchaser/Borrower and Lender, as applicable.

Aegis Land Title Group will promptly notify all parties to this transaction should a recording delay become apparent and provide the Affidavit if requested. Should all parties agree to its use, we will apply our best efforts to promptly record the documents as soon as possible after settlement.

- NOTE: In order to assure timely recording all recording packages should be sent to: Aegis Land Title Group, <u>124 N</u> <u>2nd Street, PO Box 278, Shelton, WA 98584</u> Attn: Recorder.
- 3. NOTE: In the event of cancellation, a cancellation charge may be made.
- 4. NOTE: The following deeds affecting the property herein described have been recorded within the last 36 months immediately preceding the effective date of this commitment.

Type of Document: Statutory Warranty Deed Recorded on March 8, 2021 as Instrument #2151861 in the <u>official records</u> of Mason County, Washington

KMM



Issued By Old Republic National Title Insurance Company

**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* Mason County Title Company 130 W Railroad Avenue PO Box 278 Shelton, WA 98584

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Mac Selling President Attest Secretary

### **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;
- (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.

(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.

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FACTS

rev. 07/2016

# 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:
	Social Security number and employment information
What?	<ul> <li>Mortgage rates and payments and account balances</li> <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.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

What we do		
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.	
How does Old Republic Title collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>	
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <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>	

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
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