



LAND TITLE AND ESCROW

FILE NUMBER:

60039046-355

COMMITMENT VERSION:

No. 1 issued by First American Title Insurance Company

PROPERTY ADDRESS:

NHN Sun Mountain Court, Camano Island, WA 98282

PARCEL ID:

R23114-282-3120/807281

BUYER:

Jeffrey Swenson and Carole Ann Swenson, a married couple

SELLER:

Bradley P. Hayton and Barbara V. Hayton, a married couple

COMPANY CONTACT INFORMATION:**Title Team:**

Island Title Team

(360) 675-2246 office

islandtitle@ltco.com

Escrow Team:

Brandi Mather Team

office

ltescrowbrandim@ltco.com

7104 265th Street Northwest, Ste 101, Stanwood, WA
98292

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

Issuing Agent: Land Title and Escrow (O)
Issuing Office: 901 Northeast Midway Boulevard
Oak Harbor, WA 98277
Issuing Office's ALTA® Registry ID: 0003003
Loan ID Number: TBD
Commitment Number: 60039046-355
Issuing Office File Number: 60039046-355
Property Address: NHN Sun Mountain Court, Camano Island, WA 98282
Revision Number: 1

SCHEDULE A

- 1. Commitment Date: April 29, 2026 at 8:00 AM
- 2. Policy to be issued:

	AMOUNT	PREMIUM	TAX	TOTAL
a. ALTA Owner's Policy Basic	\$360,000.00	\$1,112.00	\$102.30	\$1,214.30

PROPOSED INSURED: **Jeffrey Swenson and Carole Ann Swenson, a married couple**

- 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: Bradley P. Hayton and Barbara V. Hayton, a married couple
- 5. The land is described as follows: The land is described as set forth in Exhibit A attached hereto and made a part hereof.

LAND TITLE AND ESCROW (O)
901 Northeast Midway Boulevard, Oak Harbor, WA 98277
Telephone: (360) 675-2246

Countersigned by:

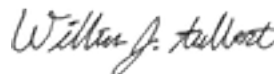


Melissa Goldman
Land Title and Escrow (O), License #180951

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



By: _____
Sally F. Tyler, President



By: _____
William J. Aulbert, Secretary

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EXHIBIT "A"

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

The East half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 14, Township 31 North, Range 2 East of the Willamette Meridian;

TOGETHER WITH an easement for ingress, egress and public utilities as established in instrument recorded September 15, 1970 under Auditor's File No. 234515 and as amended by Partial Release of Easement recorded December 2, 1983 under Auditor's File No. 418306;

ALSO TOGETHER WITH an easement for ingress, egress and utilities as established in instrument recorded December 2, 1983 under Auditor's File No. 418305;

TOGETHER WITH All that portion of the East half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 14, Township 31 North, Range 2 East of the Willamette Meridian, lying North of the following described line:

Commencing at the Southwest corner of said East half;
thence North 0°19'21" West along the West line thereof a distance of 114.04 feet to the True Point of Beginning;
thence North 89°37'04" East a distance of 103.75 feet;
thence North 0°19'21" West a distance of 147.94 feet;
thence North 89°37'15" East a distance of 50.38 feet;
thence South 0°19'21" East a distance of 24.44 feet;
thence North 89°38'01" East a distance of 140.72 feet;
thence North 33°27'24" East a distance of 72.22 feet to a point on the East line of said East Half and the terminus point of herein described line.

(All of the above also known as New Lot A of Boundary Line Adjustment recorded January 23, 2007 as Auditor's File No. 4192328)

Situate in the County of Island, State of Washington.

Assessor Parcel Number (APN)

APN: R23114-282-3120/807281

The address for the Exhibit A above is as follows:

NHN Sun Mountain Court, Camano Island, WA 98282

The property address and APN shown above are not part of the legal description for the title to the land to be insured.

Title companies insure properties based on the legal description (not the property address), and the property address is not a part of the legal description. The property address has been added to this page for reference only.

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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.
5. In the event that the county recording office is experiencing delays and is unable to record the closing documents on the date the documents are released for recording, Land Title & Escrow will, so long as sales proceeds are made available to the seller, issue the policy or policies of title insurance listed in Schedule A as of the date the documents were released for recording.
6. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
7. 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.
8. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 65.04.045. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger and paper size of no more than 8 ½" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on first page:

Title(s) of document. If assignment or reconveyance reference auditor's file number of subject deed of trust.
Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.
Abbreviated legal description (lot, block, plat name or section, township, range and quarter-quarter section for unplatted).
Assessor's tax parcel number(s).
Return address, which may appear in the upper left hand 3" margin.

9. Appropriate items must be released, satisfied or reconveyed by means satisfactory to the Company.
10. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

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11. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective March 1, 2026. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.

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SCHEDULE B, PART II – Exceptions

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

STANDARD EXCEPTIONS

THE FOLLOWING STANDARD EXCEPTIONS WILL NOT BE INCLUDED ON THE 7-01-2021 HOMEOWNER'S POLICY OR THE 7-01-2021 EXTENDED LOAN POLICY.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or mortgage thereon covered by this Commitment.
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, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage 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; 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 or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

SPECIAL EXCEPTIONS

1. Real estate excise tax pursuant to the authority of RCW Chapter 82.45 and WAC 458-61A, and subsequent amendments thereto.
For conveyances dated January 1, 2020, and after, the tax rate is determined using a graduated scale based on the selling price of said property.

For all transactions recorded on or after July 1, 2005:

A fee of \$10.00 will be charged on all exempt transactions;

A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due;

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2. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Tax Account No./Property ID No.: R23114-282-3120/807281
Total Assessed: \$240,000.00

Year: 2026
Amount Billed: \$1,566.30
Amount Paid: \$0.00
Balance: \$1,566.30

Prior to the close of escrow, please contact the County Treasurer's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and/or delinquencies.

3. Any unpaid assessments or charges, and liability for further assessments or charges by Kodiak Water System and/or Camano City Community Club Inc..
4. Easement, including the terms and conditions thereof:
Purpose: Ingress, egress and utilities
Area Affected: Beneficial easement
Recorded: September 15, 1970
Auditor's File No.: [234515](#)
Said easement was amended by document recorded under Auditor's File No. [418306](#) .
5. Easement, including the terms and conditions thereof:
Purpose: Ingress, egress and utilities
Area Affected: Beneficial easement
Recorded: December 2, 1983
Auditor's File No.: [418305](#)
6. Reservation contained in deed from the State of Washington recorded February 1, 1919 in Volume 37 of Deeds, page 199, reserving to the grantor 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 provision has been made for full payment of all damages sustained by reason of such entry.

Right of State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.
7. Restrictive Covenant and Easement and the terms and conditions thereof as recorded September 26, 2001 under Auditor's File No. [20044030](#) . Correction of Restrictive Covenant as recorded on January 25, 2002 under Auditor's File No. [4009221](#) .
8. Notice of Relief from Forest Practices Moratorium as recorded on December 24, 2002 under Auditor's File No. [4041902](#) .
9. Survey as recorded March 24, 1999 under Auditor's File No. [99007094](#) in Volume 10 of Surveys, page 316, records of Island County, Washington.
10. Water Line Easement for Kodiak Water System as recorded January 30, 2006 under Auditor's File No. [4160916](#) .

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11. Disclosure and Covenant Alternative Fire Protection as recorded January 30, 2006 under Auditor's File No. [4160918](#) .
12. Disclosure Notice to Future Property Owners as recorded January 30, 2006 under Auditor's File No. [4160919](#) .
13. Easement, including the terms and conditions thereof:
Grantee: Public Utility District No. 1 of Snohomish County, and Verizon Northwest Inc.
Purpose: Electric transmission and/or distribution line, and Communications cables and facilities
Area Affected: Said Land
Dated: February 2, 2006
Recorded: February 14, 2006
Auditor's File No.: [4163104](#)
14. Boundary Line Adjustment #009/06 with Island County as recorded May 31, 2006 under Auditor's File No. [4171901](#) .
15. Off-Site Drainfield Easement and Operation and Maintenance Agreement as recorded September 15, 2006 under Auditor's File No. [4181818](#) , records of Island County, Washington and amended by document recorded September 9, 2010 under Auditor's File No. [4280621](#) .
16. Boundary Line Adjustment #437/06 with Island County as recorded January 23, 2007 under Auditor's File No. [4192328](#) .
17. Road Maintenance Agreement and Access and Utilities including terms and provisions contained therein as recorded May 11, 2007 under Auditor's File No. [4201804](#) , records of Island County, Washington.
18. Road Maintenance Agreement including terms and provisions contained therein as recorded September 25, 2007 under Auditor's File No. [4212680](#) , records of Island County, Washington.
19. Road Maintenance Agreement and Access and Utility Easement including terms and provisions contained therein as recorded November 9, 2007 under Auditor's File No. [4215935](#) , records of Island County, Washington.
20. Storm Water Drainage Easement and the terms and conditions thereof as recorded January 28, 2008 under Auditor's File No. [4220437](#) . Amended by instrument recorded May 15, 2009 as Auditor's File No. [4251461](#) .
21. Offsite Drainfield and Septic Transport Line Easements:
Recorded: February 19, 2008
Auditor's File No. [4221878](#)
Amended by instrument recorded May 20, 2008 as Auditor's File No. [4228959](#) , September 9, 2010 under Auditor's File No. [4280618](#) and November 10, 2010 under Auditor's File No. [4284672](#) .
22. Declaration of Covenants, Conditions and Restrictions as recorded February 25, 2008, under Auditor's File No. [4222492](#) .

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23. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry:

TOGETHER WITH the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed.

From: The State of Washington

Recorded: November 6, 1918

Auditor's File No.: 19069, records of Island County, WA

24. Island County Private Drainage Facility Maintenance Agreement and the terms and conditions thereof as recorded June 25, 2008 under Auditor's File No. [4231550](#) .
25. Declaration of Covenant Requiring Private Maintenance of Approved Private Road and Dedication to County When Required:
Recorded: July 16, 2008
Auditor's File No.: [4232984](#)
26. Off-Site Drainfield Easement and Operation and Maintenance Agreement as recorded May 19, 2009 under Auditor's File No. [4251720](#) , records of Island County, Washington. Amended by instrument recorded July 29, 2009 as Auditor's File No. [4257342](#) and March 9, 2010 under Auditor's File No. [4269976](#) .
27. Declaration of Access Easement and the terms and conditions thereof as recorded May 29, 2009 under Auditor's File No. [4252524](#) .
28. Declaration of Covenant Requiring Private Maintenance of Approved Privately Maintained Road Located on County Road Right of Way:
Recorded: November 10, 2010
Auditor's File No.: [4284673](#)
29. Covenants, conditions, restrictions, recitals, easements, easements provisions, dedications, building setback lines, notes, statements, and other matters, if any, as set forth on the face of Short Plat No. 038/07:
Recording Date: May 10, 2011
Auditor's File No.: [4294840](#)
30. Disclosure and Covenant Alternative Fire Protection recorded March 12, 2018 under Auditor's File No. [4440641](#) .
31. Declaration of Covenant Requiring Private Maintenance of Approved Private Road and Dedication to County When Required recorded March 19, 2018 under Auditor's File No. [4440981](#)
32. Deed of Voluntary Conveyance of Fee Interest in Kodiak Water System recorded July 14, 2025 under Auditor's File No. [4588202](#) .
33. Kodiak Community Water Association (KCWA) - Initial Bylaws recorded July 14, 2025 under Auditor's File No. [4588203](#) .
34. Deed of Relinquishment and Transfer of Rights and Interest recorded December 16, 2025 under Auditor's File No. [4594660](#) .

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35. Kodiak Water Declaration of Covenants, and Operations and Maintenance Provisions as recorded February 20, 2026 under Auditor's File No. [4597140](#) .
36. Please be advised that our title search did not disclose any open deeds of trust in the public record. If you have knowledge of any outstanding obligation(s), please contact the title department immediately for further review prior to closing.

(END OF SPECIAL EXCEPTIONS)

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INFORMATIONAL NOTES

1. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Ptn. SW 1/4 NE 1/4 and Ptn. NW 1/4 - SE 1/4, Sec. 14- T31N-R2 EWM

2. According to the information we are able to obtain from Island County, the address is as follows:

NHN Sun Mountain Court
Camano Island, WA 98282

[Map](#)

3. Recording procedures in Island County have changed. We now E-Record all documents with the exception of files with Mobile Home Transfers. Island County Courthouse opens at 9:00 AM and will no longer accept Sale documents past 3:00 PM. All documents must be released by 2:30 PM to record same day. For E-Recordings only, checks (including Excise checks) need to be made payable to Land Title and Escrow.

****IMPORTANT** - If sending a recording package for a walk down, recording checks should be made payable to the Island County Auditor and Excise Checks should be made payable to the Island County Treasurer. ******

PLEASE NOTE: Recording fees for both non-standard and multi-title documents, vary by document; please contact our office for more information.

EACH document is subject to an E-Record fee of \$5.46 and a \$2.00 mailing fee will be charged for each document recorded.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

For questions regarding recording please email: IslandRecording@LTCO.com

Please send recordings to:
Recording Dept.
901 NE Midway Blvd
Oak Harbor, WA 98277

4. In the past 24 months, there have been no conveyances of record for the property described in Schedule A herein. Title was acquired by deed recorded on March 17, 2021 as document #4513796 in the [official records](#) .
5. If you would like the company to act as trustee in the proposed deed of trust, please note that Land Title & Escrow may act as trustee of a deed of trust under RCW 61.24.010(1).
6. In the event that the 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 at any Company office.
7. According to the application for title insurance, the Proposed Insured is Jeffrey Swenson and Carole Ann Swenson, a married couple. We find no pertinent matters of record against the name(s) of said party(ies).



Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the 2021 ALTA Homeowner's Policy of Title Insurance, and/or the 2021 ALTA Loan Policy.

If the policy to be issued is the 2021 ALTA Homeowner's Policy of Title Insurance, certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

Disclosure of Affiliated Business.

Land Title & Escrow has a business relationship with several Windermere Real Estate firms that own shares of Land Title & Escrow through various entities. Several Windermere Real Estate Firms own shares specifically through one of the parent companies of Land Title & Escrow. Because of this relationship, if you are working with a broker from a Windermere Real Estate firm, the firm may receive a financial benefit from referring a client to Land Title & Escrow. You are not required to use Land Title & Escrow as a condition to your purchase or sale of a particular property. There are other settlement service providers available with similar services for comparable prices.



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 EXTRACTIONAL 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(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.



- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

By: _____
Sally F. Tyler, President

By: _____
William J. Aulbert, Secretary



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 non-identifiable 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 **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

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

How Do We Collect Your Personal Information? 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.

How Do We Use Your Personal Information? 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 <https://www.firstam.com/privacy-policy/>.

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 <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? 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.

How Long Do We Keep Your Personal Information? 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.

Your Choices 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 <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: 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.

Changes to Our Notice: 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.

For California Residents 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 <https://www.firstam.com/privacy-policy/>.

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