

No Known Address

Title Order Number: 24-2814R



FRONTIER TITLE & ESCROW COMPANY

6921 Crosswind Boulevard

Kennewick, WA 99336

Phone 509-783-8828 / Fax 509-783-6239

TO: HomeSmart Elite Brokers
1845 Broadway
Moses Lake, WA 98837

ATTN: Jeffrey Holm



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gillmore

Dennis J. Gillmore
President

Timothy Kemp

Timothy Kemp
Secretary

Frontier Title & Escrow Company
6921 West Grandridge Boulevard
Kennewick, WA 99336
(509) 783-8828

Michael Beckmann
Countersigned

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document



Frontier Title & Escrow Company

6921 Crosswind Boulevard
Kennewick, Washington 99336
Telephone No. (509) 783-8828
Fax No. (509) 783-6239

PRELIMINARY COMMITMENT

SCHEDULE A

1. Effective Date: **September 12, 2024 at 8:00 a.m.**

Proposed Insured: **To Be Determined**

Proposed Lender: **To Be Determined**

2. Policy/Policies to be issued:	Amount	Premium	Tax
Standard Owners Coverage	\$ TBD	\$ TBD	\$ TBD
Extended Mortgagee's Coverage	\$ TBD	\$ TBD	\$ TBD

3. The estate or interest in the land described or referred to in Schedule C and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Francis F. Grant, Skyler J. Grant, Lynn Jones, and Beverly Jones, as their interests appear of record

Title Officer: Michael Beckmann
Email: Michael@frontiertitle.biz

SCHEDULE B

GENERAL EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. 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.
- B. 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.
- C. Easements, claims of easement or encumbrances, which are not shown by the public records.
- D. 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 public records.
- E. (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.
- F. Any lien, or right to a lien, for services, labor, materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. 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 mortgages thereon covered by this commitment.

SCHEDULE B – PART I

SPECIAL EXCEPTIONS

1. Rights reserved in federal patents or state deeds, reservations, restrictions, land use and zoning laws, plat dedications, and restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future Municipal, County, State or other Governmental or Quasi-Governmental assessments, including LID assessments and utility tap or connection charges, if any.
2. A record of survey recorded on November 12, 2008 under recording no. 273233.
3. The land described herein lies within the Colville Confederated Tribes Indian Reservation. Under the exclusions from coverage, the policy or policies applied for will not insure against any governmental authority or jurisdiction, whether deriving from Indian treaties, tribal codes or regulations, aboriginal rights or otherwise, that may be claimed or asserted by Indian Tribes or the United States of America, on behalf of such tribe, including, but not limited to the power to levy and collect taxes.
4. Indian treaty or aboriginal rights, including, but not limited to, easements and equitable servitudes.
5. Lien of real estate excise tax upon any sale of said premises, situated in the County of Ferry, if unpaid.

Washington has a graduated excise tax rate for sales, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale for properties which are not formally classified and specially valued as timberland or agricultural land is:

State rate: 1.10% on any portion of the sales price up to \$525,000;
1.28% on any portion of the sales price between \$525,000 and \$1,525,000;
2.75% on any portion of the sales price between \$1,525,000 and \$3,025,000;
3.00% on any portion of the sales price above \$3,025,000.

Exception – All timberland and agricultural land will have a State rate of 1.28%.

Local rate: 0.25% on the entire sales price.

6. We find no open recorded Deeds of Trust as of our current plant date of September 12, 2024. Please verify by inquiry of seller if we have overlooked something and advise title department accordingly prior to closing.

7. Question of legal access. There appears to be no recorded means of ingress or egress from the subject premises to a public road. It is assumed that there exists a valid easement for that purpose over adjoining lands, but the company does not insure against any rights based on a contrary state of facts.

NOTE: If the question is not resolved, the policy to be issued will specifically exclude coverage as to access.

8. Title is to vest in persons not yet revealed and when so vested will then be subject to matters which may be disclosed by a search of the records against their names.

END OF SCHEDULE B

Exhibit A

The land referred to in this commitment is situated in the State of Washington, County of Ferry and is described as follows:

That portion of Tract C of the Northwest Quarter of the Southwest Quarter of Section 16, Township 29 North, Range 33 East, W.M., described as follows:

Beginning at the Northwest corner of the SW4 SW4 of said Section, said Quarter Quarter also known as Government Lot 4; thence Easterly along the North line of the SW4 SW4 of said Section a distance of 235.0 feet; thence on an angle to the left of 140 degrees 31', a distance of 191.5 feet; thence Southwesterly a distance of 150.0 feet to the Point of Beginning.

Situate in the County of Ferry, State of Washington.

SCHEDULE D

REQUIREMENTS

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

NOTES

- NOTE A: If e-recording, an additional charge of \$5.00 plus \$0.44 tax will be added per recorded document. Please allow an extra day for recording as we may not receive recording numbers until after the wire cutoff time. We are all working together to make sure the work is completed, and everyone stays safe. Please contact us for any additional charges that may apply. This will not show on our final title policy.
- NOTE B: By reason of proximity of the Ferry County Courthouse, documents to be recorded must be received by the Title Company 24 Hours prior to the date to be filed. Please send documents to the following address:
- Frontier Title & Escrow
298 S. Main Street #203
Colville, WA 99114
- NOTE C: Common address purported to be:
- No Known Address
- NOTE D: General taxes for the year 2024, which have been paid.
Original Amount: \$260.82
Affects: Said Premises
Tax Account No.: 3-29-16-32-00020-00
- For more information, please call the Ferry County Treasurer at #509-775-5225.
- NOTE E: We have made a search of the name(s) To Be Determined, and we find no matters of record against said party as of the date of this commitment unless shown in Schedule B – Part I, Special Exceptions.

NOTE F: Abbreviated legal description as follows:

PTN NW SW 16-29-33

NOTE G: During the previous 36 months, the following deeds have been recorded affecting the ownership to the property described in Schedule C:

None

NOTE H: In the event this transaction fails to close, a cancellation fee will be charged for services rendered pursuant to the Washington State Insurance Code and filed rate schedule of the Company.

NOTE I: The premium charged for this commitment is based upon the General Schedule/Simultaneous rate as set forth on the current rate schedule for title insurance.

NOTE J: This file is being underwritten by First American Title Insurance Company.

NOTE K: According to the Ferry County Assessor's Office, as of September 10, 2024, the Assessed Value of the property is:

Land:	\$ 32,600.00
Improvements:	\$ 0.00
Total Assessed Value:	\$ 32,600.00

For more information, please call the Ferry County Assessor.

This information is provided at the request of the Ferry County Assessor's Office. The Assessor's Office makes every effort to produce the most current and accurate information as possible, however, parts of this information may not be current or correct. The Assessor and Frontier Title & Escrow makes no warranty, with regards to the accuracy, reliability, or timeliness of information, and shall not be held liable for losses caused by using the information.

NOTE L: The premiums shown in Schedule A reflect final premiums after any applicable discounts based upon the policies listed. However, the Consumer Financial Protection Bureau (CFPB) also requires disclosure of non-discounted premiums. The Closing Disclosure premium breakdown required by CFPB is as follows:

Owners Policy premium:	\$TBD
Owners Policy sales tax:	\$TBD
Loan Policy premium:	\$TBD
Loan Policy sales tax:	\$TBD

Form No. 1755
Commitment, Conditions and Stipulations

COMMITMENT

Conditions and Stipulations

1. The term “mortgage,” when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate of interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions, exclusion from coverage, and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this Commitment.



Frontier Title & Escrow Company of the Tri-Cities, Inc. **PRIVACY POLICY**

We are Committed to Safeguarding Customer Information.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Thereof, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from the public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

Use of the Information

We request information from you for our own benefit of any nonaffiliated party. Therefore, nonaffiliated parties except: (1) as necessary for us; to provide the product or service you have requested of us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with the federal regulations to guard your nonpublic personal information.