SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

COMMONWEALTH LAND TITLE INSURANCE COMPANY
a Florida Corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned:
By: [Signature]
Authorized Officer or Agent

Whatcom Land Title Company Inc
2011 Young St Ste 102
Bellingham, WA 98225-4052
Tel: 360-676-8484
Fax: 360-671-0962

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Signature]
Randy R. Quirk
President

Attest:
[Signature]
Marjorie Namzura
Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of
the land expressly described in the description set forth in Schedule A of this Guarantee, or title to streets, roads, avenues,
lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any
structure or improvements; or any rights or easements therein, unless such property, rights or easements are
expressly and specifically set forth in said description.
(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1)
which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the
Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding
which is within the scope and purpose of the assurances provided.
(c) The identity of any party shown or referred to in Schedule A,
(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
(a) “the Assured”: the party or parties named as the
Assured in this Guarantee, or on a supplemental writing
executed by the Company.
(b) “land”: the land described or referred to in Schedule A
and improvements affixed thereto which by law constitute
real property. The term “land” does not include any property
beyond the lines of the area described or referred to in
Schedule A, nor any right, title, interest, estate or easement
in abutting streets, roads, avenues, alleys, lanes, ways or
waterways.
(c) “mortgage”: mortgage, deed of trust, deed, or
other security instrument.
(d) “public records”: records established under state
statutes at Date of Guarantee for the purpose of imparting
constructive notice of matters relating to real property
to purchasers for value and without knowledge.
(e) “date”: the effective date.

2. Notice of Claim to be Given by Assured Claimant.
An Assured shall notify the Company promptly in writing
in case knowledge shall come to an Assured hereunder of
any claim of title or interest which is adverse to the title to
the estate or interest, as stated herein, and which might
cause loss or damage for which the Company may be liable
by virtue of this Guarantee. If prompt notice shall not be
given to the Company, then all liability of the Company shall
terminate with regard to the matter or matters for which
prompt notice is required; provided, however, that failure to
notify the Company shall in no case prejudice the rights of
any Assured under this Guarantee unless the Company shall
be prejudiced by the failure and then only to the extent of
the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any
action or proceeding to which the Assured is a party,
notwithstanding the nature of any allegation in such action
or proceeding.

4. Company’s Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate
Even though the Company has no duty to defend or
prosecute as set forth in Paragraph 3 above:
(a) The Company shall have the right, at its sole option
and cost, to institute and prosecute any action or
proceeding, interpose a defense, as limited in (b), or to
do any other act which in its opinion may be necessary or
desirable to establish the title to the estate or interest as
stated herein, or to establish the lien rights of the Assured,
or to prevent or reduce loss or damage to the Assured. The
Company may take any appropriate action under the terms
of this Guarantee, whether or not it shall be liable
hereunder, and shall not thereby concede liability or waive
any provision of this Guarantee. If the Company shall
exercise its rights under this paragraph it shall do so
diligently.

(b) If the Company elects to exercise its options as
stated in Paragraph 4(a) the Company shall have the right
to select counsel of its choice (subject to the right of such
Assured to object for reasonable cause) to represent the
Assured and shall not be liable for and will not pay the fees
of any other counsel, nor will the Company pay any fees,
costs or expenses incurred by an Assured in the defense of
those causes of action which allege matters not covered by
this Guarantee.

(c) Whenever the Company shall have brought an
action or interposed a defense as permitted by the
provisions of this Guarantee, the Company may pursue any
litigation to final determination by a court of competent
jurisdiction and expressly reserves the right, in its sole
discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the
Company to prosecute or provide for the defense of any
action or proceeding, an Assured shall secure to the
Company the right to so prosecute or provide for the
defense of any action or proceeding, and all appeals therein,
and permit the Company to use, at its option, the name of
such Assured for this purpose. Whenever requested by the
Company, an Assured, at the Company’s expense, shall give
the Company all reasonable aid in any action or proceeding,
securing evidence, obtaining witnesses, prosecuting or
defending the action or lawful act which in the opinion of the
Company may be necessary or desirable to establish the
title to the estate or interest as stated herein, or to establish
the lien rights of the Assured. If the Company is prejudiced
by the failure of the Assured to furnish the required
cooperation, the Company’s obligations to the Assured
under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under
Section 2 of these Conditions and Stipulations have been
provided to the Company, a proof of loss or damage signed
and sworn to by the Assured shall be furnished to the
Company within ninety (90) days after the Assured shall
ascertain the facts giving rise to the loss or damage. The
proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudice by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Company provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or to purchase all or any part of the Indebtedness. The Company shall have the option to purchase the Indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said Indebtedness, the owner of such Indebtedness shall transfer and assign said Indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company’s obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company’s obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

7. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to an defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any authorized representative of the Company up to the time of payment and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company’s consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys’ fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.


(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof
of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitively fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not full cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.


Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance of the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys’ fees only if the laws of the state in which the land is located permits a court to award attorneys’ fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: COMMONWEALTH LAND TITLE INSURANCE COMPANY, Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.
WHATCOM LAND TITLE COMPANY, INC.
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

SUBDIVISION GUARANTEE

SCHEDULE A

WLT Order No.   W-182838  Guarantee No.:  81030-225715032

Liability:  $ 1,000.00  Fee:  $ 550.00

1. Name of Assured: PACIFIC SURVEYING & ENGINEERING, INC.

2. Date of Guarantee: November 4, 2021

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

SEE ATTACHED EXHIBIT "A" HERETO AND MADE A PART THEREOF.

Title to said real property is vested in: ANN JONES FAMILY LIMITED PARTNERSHIP, a Washington limited partnership, as to Parcels 1 and 2; ELIZABETH ANN JONES VIDANO, who acquired title as ELIZABETH ANN JONES, SUSAN HANNEN JONES, and ROGAN KINGSBURY JONES, each as their separate estate, and ANN JONES FAMILY LIMITED PARTNERSHIP, a Washington limited partnership, as their interest may appear, as to Parcels 3 and 4 subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. 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.

2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. Private easements, if any, not appearing of record including, but not limited to, those for ingress, egress and utilities, as established by operation of law, together with public utility easements, if any, lying within those streets and alleys vacated by Resolution by the City Council of the City of Bellingham.
   Dated: July 1, 1912
   Recorded: July 19, 1912
   Recording No.: 159473

5. Easement for public utilities, including the terms and provisions thereof, reserved in Ordinance No. 8204 of the City of Bellingham;
   Recorded: September 6, 1974
   Recording No.: 1170831

6. Agreement, including its terms, covenants and provisions;
   Executed by: ANN JONES and THE BELLINGHAM NATIONAL BANK, Trustee under the ROGAN JONES TRUST; and ROBERT F. HARRIS and JANET L. HARRIS, husband and wife
   Recorded: July 22, 1986
   Recording No.: 1543807
   For: Reciprocal Easement Agreement
   Affects: Portion of Block 11, Amended Map of South Fairhaven and vacated alley, and Bay Street

7. Easement including the terms, covenants and provisions thereof for electric transmission and/or distribution line, together with necessary appurtenances, as granted by instrument;
   Recorded: August 26, 1986
   Recording No.: 1547487
   Records of: Whatcom County, Washington
   To: PUGET SOUND POWER AND LIGHT COMPANY, A Washington Corporation
   Affects: 20-foot wide strip in Block 11, Amended Map of South Fairhaven, and vacated alley and streets

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, notes, dedications, agreements, encroachments, setback lines and statements, if any, as set forth or delineated on Rogan Jones 2 Short Plat, recorded April 10, 1992, under Whatcom County Auditor’s File No. 920410201.
9. Covenant Creating Option Rights, including the terms and provisions thereof;
   Executed by: ANN JONES
   Recorded: June 23, 1993
   Recording No.: 930623294
   Affects: 30-foot by approximately 155-foot strip in the
   Northwesterly portion of Lot B, Rogan Jones 2 Short Plat,
   in favor of Lot A of said short plat

10. Matters disclosed by a Survey affecting said premises;
    Recorded: February 10, 2005
    Recording No.: 2050201729
    Records of: Whatcom County, Washington

11. Terms and conditions of unrecorded Permissive Encroachment Letters dated April 22,
    2002 (3) and August 23, 2004, as disclosed by Survey;
    Recorded: February 10, 2005
    Recording No.: 2050201729
    Affects: Western portion of Blocks 11 and 12, Amended Map of South Fairhaven, and vacated Bay Street; portion of Block
    16, Amended Map of South Fairhaven, and vacated alley; and portion of Lot B, Rogan Jones 2 Short Plat

12. Terms and conditions of Notice of Furnishing Professional Services;
    Executed by: PACIFIC SURVEYING & ENGINEERING SERVICES, INC.
    Recorded: December 18, 2009
    Recording No.: 2091202345
    Affects: Parcels 3 and 4

13. Terms and conditions of Notice of Furnishing Professional Services;
    Executed by: PACIFIC SURVEYING & ENGINEERING SERVICES, INC.
    Recorded: December 18, 2009
    Recording No.: 2091202346
    Affects: Parcels 1 and 2

14. Any question that may arise due to shifting or change of the line of high water of
    Chuckanut Bay, due to the bay having shifted or changed its line of high water.

15. Any prohibition or limitation on the use, occupancy or improvements of the land
    resulting from the rights of the public or riparian owners to use any waters which may
    cover the land or to use any portion of the land which is now or may formerly have been
    covered by water, and the right of use, control or regulation by the United States of
    America in exercise of power over navigation.
NOTE: General Taxes for 2021, which have been paid;
Amount: $4,920.96
Parcel No.: 370213 113550 0000 PID 19681
Improvements: $0.00
Land: $486,750.00
Total: $486,750.00
Tax Code: 0111
Affects: Parcel 1

NOTE: General Taxes for 2021, which have been paid;
Amount: $1,263.74
Parcel No.: 370213 075542 0000 PID 19674
Improvements: $0.00
Land: $125,000.00
Total: $125,000.00
Tax Code: 0111
Affects: Parcel 2

NOTE: General Taxes for 2021, which have been paid;
Amount: $1,819.77
Parcel No.: 370212 030004 0000 PID 18393
Improvements: $0.00
Land: $180,000.00
Total: $180,000.00
Tax Code: 0111
Affects: Parcel 3

NOTE: General Taxes for 2021, which have been paid;
Amount: $6,203.41
Parcel No.: 370213 083499 0000 PID 19677
Improvements: $0.00
Land: $613,600.00
Total: $613,600.00
Tax Code: 0111
Affects: Parcel 4
NOTE: The Whatcom County Treasurer's Office *requires* a one-page laser printed copy of the Excise Tax Affidavit to accompany all documents requiring the payment of excise tax. This Affidavit must include the original signatures of Grantor/Grantee or Agent, and maintain a 1-inch bottom margin. Any additional legal descriptions must be on 8-1/2" x 11" paper. This Affidavit may be acquired from the title company or the Whatcom County Treasurer's website (see below). In some transactions, additional documentation may be required by the Whatcom County Treasurer's Office for processing. Documents without the proper form or forms may be rejected and not processed until the appropriate form(s) is/are executed and delivered for recording.

Please contact the Whatcom County Treasurer's Office at (360) 676-6774 or online at [www.whatcomcounty.us/treasurer](http://www.whatcomcounty.us/treasurer/) with further questions or to download forms.

NOTE: Effective January 4th, 2021, the cost to *e-record* documents will include an additional $3.00, plus tax, per document. Exceptions to this fee may include, but are not limited to, transactions involving a mobile home, inheritance, or removal from current land classification wherein documents cannot be e-recorded. If you have any questions about whether your documents will be charged this extra e-recording fee, please contact the Company’s Recording Department at (360) 676-8484.

NOTE: The common Address of the property under search is:

**XXXX & 352 VIEWCREST ROAD & XXXX CHUCKANUT AVENUE**
**BELLINGHAM, WA  98229**

Where an abbreviated legal description is required on your documents, the following is to be included:

**LOT B, ROGAN JONES 2 SHORT PLAT; BLKS 5 THRU 14 & 17, PTNS OF BLKS 1, 2, 3, 4, 15 & 16, AMD MAP OF SOUTH FAIRHAVEN; PTN OF GOV'T LOT 1, S13, T37N, R2E; & PTN SW1/4 SW1/4, S12, T37N, R2E; PARCEL NOS. 370213 113550 0000 PID 19681, 370213 075542 0000 PID 19674, 370212 030004 0000 PID 18393, 370213 083499 0000 PID 19677**

… END OF SCHEDULE A …
EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:


SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 2:

THE EAST 750 FEET OF THE NORTH 700 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 37 NORTH, RANGE 2 EAST W.M.; EXCEPT LOT 3, BLOCK 16, AMENDED MAP OF SOUTH FAIRHAVEN, IN THE CITY OF FAIRHAVEN, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 49, AND THAT PORTION OF QUINALT STREET ON THE NORTH AND THAT PORTION OF THE VACATED ALLEY ON THE SOUTH WHICH INURED TO SAID LOT 3 UPON THE VACATION THEREOF; FURTHER EXCEPT THAT PORTION LYING WITHIN ROGAN JONES 2 SHORT PLAT RECORDED UNDER AUDITOR'S FILE NO. 920410201;

FURTHER EXCEPT THAT PORTION DESCRIBED IN DEEDS TO THE CITY OF BELLINGHAM, RECORDED UNDER AUDITOR'S FILE NO. 1136193, TO DARRELL G. KAPP AND SUSAN KAPP; RECORDED UNDER AUDITOR'S FILE NO. 1140332, TO LARRY DUTTON AND LINDA DUTTON; RECORDED UNDER AUDITOR'S FILE NO. 1190072; AND TO PATRICIA A. FARIS, RECORDED UNDER AUDITOR'S FILE NO. 1245873; FURTHER EXCEPT 40-FOOT WIDE CHUCKANUT AVENUE AS SHOWN ON THE PLAT OF ROGAN JONES 2 SHORT PLAT.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 3:


SITUATE IN WHATCOM COUNTY, WASHINGTON.
PARCEL 4:

LOTS, BLOCKS, VACATED STREETS AND ALLEYS IN THE AMENDED MAP OF SOUTH FAIRHAVEN, IN THE CITY OF FAIRHAVEN, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 49, DESCRIBED AS FOLLOWS:

BLOCKS 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16 AND 17; ALL OF BLOCK 3, EXCEPT LOT 1 AND LOT 2; TOGETHER WITH ALL ALLEYS IN THE ABOVE-DESCRIBED BLOCKS VACATED BY RESOLUTION OF THE CITY COUNCIL OF BELLINGHAM, WASHINGTON, RECORDED JULY 19, 1912, UNDER AUDITOR'S FILE NO. 159473, AND ALL STREETS AND PARTS OF STREETS VACATED BY THE SAID RESOLUTION, EXCEPT THE SOUTHEASTERLY HALF OF CHUCKANUT AVENUE ABUTTING ON LOTS 1 AND 2, BLOCK 3.

FURTHER EXCEPT THE EAST 750 FEET OF THE NORTH 700 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 37 NORTH, RANGE 2 EAST, W.M.

FURTHER EXCEPT THAT PORTION, IF ANY, LYING WITHIN LOTS OR BLOCKS 113, 114 AND 115, FAIRHAVEN TIDELANDS, OWNED BY THE CITY OF BELLINGHAM.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

… END OF EXHIBIT "A" …
PRIVACY NOTICE

Financial companies like Whatcom Land Title Company (WLT) 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
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

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 and the reasons WLT chooses to share information.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does WLT share?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong> — such as to process your transactions, maintain your account(s), handle a claim, or respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong> — to offer our products and services to you</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> — information about your transactions and experiences</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> — information about your creditworthiness</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>No</td>
</tr>
<tr>
<td><strong>For non-affiliates to market to you</strong></td>
<td>No</td>
</tr>
</tbody>
</table>

Definitions:

**Affiliates** Are companies related by common ownership or control. They can be financial and nonfinancial companies. WLT does not have affiliates; but does have three business locations and three underwriters. WLT shares information among the three locations of Bellingham, Lynden, and Birch Bay (Blaine) and with the underwriter insuring your transaction.

**Non-affiliates** Are companies not related by common ownership or control. They can be financial and nonfinancial companies. WLT does not share with non-affiliates to market to you.

**Joint marketing** Is a formal agreement between non-affiliated financial companies that together market financial products or services to you. WLT does not jointly market.
Frequently Asked Questions:

How does WLT collect my personal information? We collect your personal and non-personal information: 1) directly from you; 2) automatically when you interact with us; and 3) from third parties, including business parties. Examples containing personal information: your driver’s license, your mortgage information, and when you make a wire transfer.

How does WLT 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 long does WLT keep my personal information?

We keep your personal information in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

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 non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Questions?

Contact us at (360) 676-8484, toll free (800) 334-6314, or through our website at www.whatcomtitle.com. Direct written inquiries or complaints by mail to Whatcom Land Title Company, Compliance Department, 2011 Young Street, Suite 102, Bellingham WA, 98225 or electronically at https://www.whatcomtitle.com/consumer-complaint-intake-form/.

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