WHATCOM LAND TITLE COMPANY, INC.
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

SUBDIVISION GUARANTEE
UPDATE NO. 2

WLT Order No.  W-181224  Charge:  $ 50.00
Guarantee No.:  81030-225004148  Tax:  $ 4.40
Your Reference:  APN 380316-504243-0000

The Company hereby assures that, subsequent to the Date of the Guarantee or any subsequent updates thereto issued under the above number, no matters are shown by the Public Records which would affect the assurances in Schedule A of the guarantee other than the following:

Paragraph 4, which was subsequently amended via Subdivision Guarantee Update No. 1, is hereby deleted.

The following paragraph is hereby added:

NOTE: General Taxes for 2022, which have been paid;
Amount:  $12,632.44
Parcel No.:  380316 504243 0000 PID 59750
Improvements:  $0.00
Land:  $1,360,000.00
Total:  $1,360,000.00
Tax Code:  0100
Affects:  Said premises

The total liability of the company under this guarantee and endorsement shall not exceed, in the aggregate, the liability amount stated in said guarantee.

This endorsement is made a part of the guarantee and is subject to the exceptions, exclusions from coverage, the limits of liability and the conditions, except as modified by the above-mentioned provisions.

Effective Date:  December 1, 2022 at 12:00 am

WHATCOM LAND TITLE COMPANY, INC.
Agent for: COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:  MARK DETHLEFS
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.

Counterpigned:

By: 
Authorized Officer or Agent

Whatcom Land Title Company Inc
2011 Young St Ste 102
Bellingham, WA 98225-4052
Tel: 360-676-8484
Fax: 360-671-0982

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.

By: 
Randy R. Quirk
President

Attest:

Marjorie Nemzura
Secretary
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.

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, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) “mortality”: mortgage, deed of trust, 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 any 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 Assured 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, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, 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 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 Sections 10 of these Conditions and Stipulations, at the time the loss or damage occurred 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 a 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 method, including litigation 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 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 definitely 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 Assure 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 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-181224  
Guarantee No.:  81030-225004148  

Your Reference:  

Liability:  $ 1,000.00  
Fee:  $ 350.00  

1. Name of Assured: AVT CONSULTING  
2. Date of Guarantee: September 7, 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: SQUALICUM HEIGHTS, LLC, a Washington limited liability company  

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. General Taxes for the second half of 2021, which become delinquent after October 31, 2021, if unpaid;
   Amount: $6,622.80
   Parcel No.: 380316 504243 0000 PID 59750
   Improvements: $0.00
   Land: $1,345,850.00
   Total: $1,345,850.00
   Tax Code: 0100
   Affects: Said premises

   NOTE: General Taxes for the full year, billed in an amount of $13,245.66.

5. Deed of Trust, to secure an indebtedness, including any interest, advances, or other obligations secured thereby, in the principal amount of $700,000.00;
   Dated: December 13, 2019
   Recorded: December 13, 2019
   Recording No.: 2019-1202001
   Grantor: SQUALICUM HEIGHTS, LLC, a Washington limited liability company
   Trustee: BRADLEY D. SWANSON
   Beneficiary: BRAD-M, INC., an Arizona corporation
   Affects: Said premises

6. Assignment of Leases and Rents upon and subject to all of the provisions therein contained, given as security according to recitals contained therein;
   Dated: December 13, 2019
   Recorded: December 13, 2019
   Recording No.: 2019-1202002
   Executed by: SQUALICUM HEIGHTS, LLC, a Washington limited liability company, as Assignor
   To: BRAD-M, INC., an Arizona corporation, as Assignee

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

   TRACT 31, PLAT OF SCUDDER'S WESTVIEW ADDN TO BHAM;
   PARCEL NO. 380316 504243 0000 PID 59750

   SEE ATTACHED EXHIBIT "A" FOR FURTHER SPECIAL EXCEPTIONS TO SCHEDULE A.

   …END OF SCHEDULE A…
1. 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;
   From: THE STATE OF WASHINGTON
   Recording No.: 180027
   Records of: Whatcom County, Washington

2. Easement including the terms, covenants and provisions thereof, as granted by instrument;
   Recorded: July 21, 1982
   Recording No.: 1423487
   Records of: Whatcom County, Washington
   In favor of: PUGET SOUND POWER AND LIGHT COMPANY
   For: Underground distribution and electric lines and appurtenances thereto
   Affects: A 10-foot wide strip of the subject property

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, notes, dedications, agreements, encroachments, setback lines and statements, if any, as set forth or delineated on Scudder’s Westview Addition to Bellingham, recorded June 25, 1930, under Whatcom County Auditor’s File No. 382421.

... END OF EXHIBIT "A" ...
EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 31, PLAT OF SCUDDER'S WESTVIEW ADDITION TO BELLINGHAM, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 29, RECORDS OF WHATCOM COUNTY, WASHINGTON.

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>For our everyday business purposes — 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>For our marketing purposes — to offer our products and services to you</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes — information about your transactions and experiences</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes — information about your creditworthiness</td>
<td>No</td>
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<tr>
<td>For our affiliates to market to you</td>
<td>No</td>
</tr>
<tr>
<td>For non-affiliates to market to you</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](http://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/](https://www.whatcomtitle.com/consumer-complaint-intake-form/).

We may change or update this Privacy Notice from time to time.
THIS SKETCH IS FURNISHED FOR INFORMATION PURPOSES ONLY.
IT DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS, OR EASEMENTS AFFECTING THIS PROPERTY. NO LIABILITY IS ASSUMED FOR VARIATIONS IN DIMENSIONS AND LOCATIONS. THIS SKETCH IS NOT GUARANTEED AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.