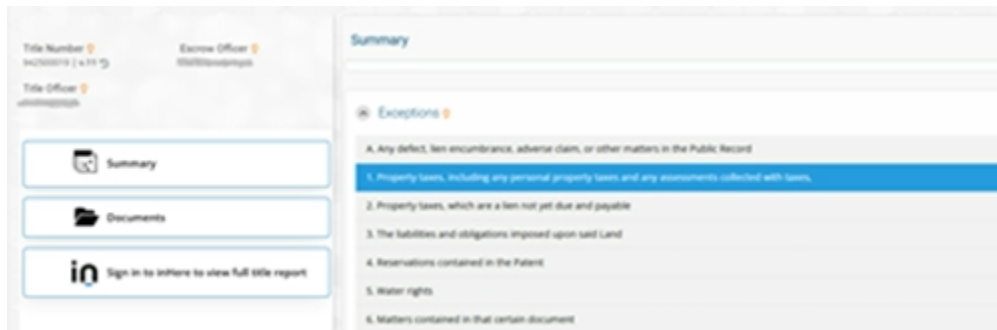


## Commitment for Title Insurance

**File No.:** 245471878**Title Officer:** Lori Ronhaar

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[Click to view custom titleLOOK®](#)The logo for inHere, featuring the word 'inHere' in a bold, sans-serif font. The 'in' is in a smaller size and is positioned to the left of 'Here'. A small blue square is located below the 'i' in 'in'.

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# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



**CHICAGO TITLE**

COMPANY OF WASHINGTON

Commitment Number:

**245471878**

## 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Susie Gale  
Authorized Officer or Agent

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Title Officer: Lori Ronhaar Chicago Title Company of Washington 32650 State Route 20, Ste. E 202 Oak Harbor, WA 98277 Phone: 360-639-8061 Fax: 866-441-5371 Main Phone: (360)675-0733 Email: Lori.Ronhaar@CTT.com	

**Order Number: 245471878**

## SCHEDULE A

1. Commitment Date: June 3, 2025 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-WA Mod

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$10,000.00

The estate or interest to be insured: Fee Simple

Premium: \$ 190.00

Tax: \$ 0.00

Total: \$ 190.00

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:

Bryant Roundy and Lisa Roundy, a married couple

5. The Land is described as follows:

**For APN/Parcel ID(s):** S7730-03-00010-0

**For Tax Map ID(s):** 810682

Lot 10, PLAT OF PENN COVE PARK, DIVISION NO. 3, according to the plat thereof, recorded November 22, 2010 under Auditor's File No. 4285200, records of Island County, Washington.

Situate in the County of Island, State of Washington

## END OF SCHEDULE A

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



**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. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. 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.
7. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. NOTE: The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF REQUIREMENTS****NOTES**

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Effective February 1, 2024 there is an additional \$15.00 fee for electronic recording service(s).

Note C: Note: 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. Recording Checks and Excise Checks need to be made payable to Chicago Title Company.

Please send recordings to:

Recording Dept.  
1835 Barkley Blvd. Ste. 105  
Bellingham, WA 98226

Note D: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

990 Cove View Cir.  
Oak Harbor, WA 98277

Note E: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lot 10, Penn Cove Park Div. 3  
Tax Account No.: S7730-03-00010-0

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



## SCHEDULE B, PART II EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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:

### GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

## SPECIAL EXCEPTIONS

1. Survey of property adjoining along the Easterly line  
  
Recording Date: July 8, 1977  
[Recording No.:](#) [316392](#); in Volume 4 of Surveys, page 141
2. Survey of property along East line of property herein described  
  
Recording Date: May 30, 2003  
[Recording No.:](#) [4060877](#); in Volume 12 of Surveys, page 223
3. Penn Cove Water and Sewer District Resolution No. 269  
  
Recording Date: January 12, 2007  
[Recording No.:](#) [4191581](#)
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Puget Sound Energy, Inc.  
Purpose: Electric transmission and/or distribution line  
Recording Date: August 23, 2010  
[Recording No.:](#) [4279263](#)  
Affects: Said premises
5. Island County Private Drainage Facility Maintenance Agreement  
  
Recording Date: October 28, 2010  
[Recording No.:](#) [4283804](#)
6. Storm Drainage Operations and Maintenance Manual for Penn Cove Park Division 3  
  
Recording Date: October 28, 2010  
[Recording No.:](#) [4283805](#)
7. First Amendment to Developer Extension Agreement Penn Cove Park Division 3  
  
Recording Date: November 4, 2010  
[Recording No.:](#) [4284258](#)

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Penn Cove Water and Sewer District, a municipal corporation  
Purpose: Water lines  
Recording Date: November 4, 2010  
[Recording No.:](#) [4284259](#)  
Affects: Said premises

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Penn Cove Water and Sewer District, a municipal corporation  
Purpose: Sewer lines  
Recording Date: November 4, 2010  
[Recording No.:](#) [4284260](#)  
Affects: Said premises

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Drainage easements for storm water runoff  
Recording Date: June 13, 2012  
[Recording No.:](#) [4317193](#)  
Affects: Said premises and other property

11. Property Notice as disclosed in Statutory Warranty Deed

Recording Date: July 25, 2013  
[Recording No.:](#) [4344821](#)  
Regarding: Agriculture, Forestry and Mineral Land Protection

12. Covenants, condition and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 22, 2010  
[Recording No.:](#) [4285201](#)

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**SCHEDULE B, PART II  
EXCEPTIONS**  
(continued)

13. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 22, 2010

[Recording No.:](#) [4285202](#)

14. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the face of said plat of Penn Cove Park Division No. 3:

Recording No: 4285200

15. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

Imposed by: Penn Cove Park Division 3 Homeowner's Association

Recording Date: November 22, 2010

[Recording No.:](#) [4285201](#)

16. Liability for Future Assessments, if any, levied by Penn Cove Park Water District.

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$543,900.00

Dated: April 1, 2021

Trustor/Grantor: Bryant Roundy and Lisa Roundy, a married couple

Trustee: Fidelity National Title Company of Washington, a Washington Corp

Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Guild Mortgage Company, LLC

Loan No.: 136-2005111

Recording Date: April 5, 2021

[Recording No.:](#) [4515540](#)

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



**SCHEDULE B, PART II**  
**EXCEPTIONS**  
 (continued)

18. Payment of the real estate excise tax, if required.

**CAUTION:** Washington has a graduated excise tax rate for sales occurring on or after 1/1/2023 for most properties, 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 on or after 1/1/2023 for properties which are not formally classified and specially valued as timberland or agricultural land is:

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

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

19. 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):

Year: 2025  
 Tax Account No.: S7730-03-00010-0  
 Key No./Property No: 810682  
 Assessed Value: \$623,300.00

General and Special Taxes: Billed: \$4,987.62, Full Year  
 Paid: \$2,493.85  
 Unpaid: \$2,493.77

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

**END OF SCHEDULE B, PART II**

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**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.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- 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.

**11. ARBITRATION - INTENTIONALLY DELETED****END OF CONDITIONS**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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