



Land Title titleLOOK
Land Title Company of Mason County / WAOIC#23082 /
Q2026-224017
Phone: (360) 426-8288
Fax: (360) 426-2009

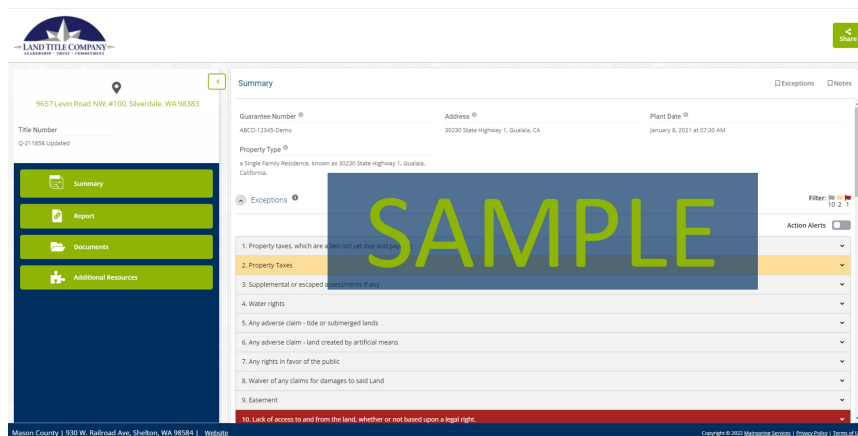
Commitment

Mason County
Land Title Company of Mason County /
WAOIC#23082 / Q2026-224017

File No.: Q2026-224017

Property Address: 34550 and 34541 N US Highway 101, Lilliwaup, WA 98555

Your Digital Title Report



Land Title Company has generated a digital title report, or titleLOOK. Click the image or the below link to explore your title report. Download options are available under "Documents" in the left side bar.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Land Title titleLOOK Commitment, Click Here](#)

LAND TITLE IS YOUR BEST REAL ESTATE AND COMMUNITY RESOURCE IN KITSAP AND MASON COUNTIES.

WE WANT TO SIMPLIFY THE ENTIRE REAL ESTATE PROCESS FOR YOU.

LAND TITLE COMPANY OF MASON COUNTY

LEADERSHIP • TRUST • COMMITMENT

Agent for Chicago Title Insurance Company

Call/email your title questions to:

930 W. Railroad, Shelton, WA 98584
(360)426-8288 Fax: (360)426-2009
Title Dept.: masontitledept@landtitleco.net
Recording Desk: recordingshelton@landtitleco.net

Please Remit Payments To: PO Box 2737, Silverdale, WA 98383

Our File No.: Q2026-224017
Seller Name: BREMERTON ENVIRONMENTAL LABS INC
Buyer Name: TO BE DETERMINED

Address Reference: 34550 and 34541 N US Highway 101, Lilliwaup, WA 98555

Contacts:

Land Title Company of Mason County
Attn: Karen Hurley
Phone No.: (360)426-0427

930 West Railroad Avenue
Shelton, WA 98584

M4 Real Estate Group
Attn: Matthew Clark
Phone No.: (360)499-0255

405 Barranca Trail
Wylie, TX 75098



CHICAGO TITLE INSURANCE COMPANY®

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Land Title Company of Mason County
930 W. Railroad, Shelton, WA 98584

Kristin Mihulka, Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:
Michael J. Nolan
President

ATTEST:
Marjorie Nemzura
Secretary

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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C170B47

ALTA Commitment for Title Insurance (7-1-21) w-WA Mod

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Q2026-224017

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; and
- 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.

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; and 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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ALTA Commitment for Title Insurance (7-1-21) w-WA Mod

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Q2026-224017

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.
- 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.

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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

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; and 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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ALTA Commitment for Title Insurance (7-1-21) w-WA Mod

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Q2026-224017



COMMITMENT FOR TITLE INSURANCE
Issued By
CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Office: Land Title Company of Mason County / WAOIC#23082 / Q2026-224017
Underwriter: Chicago Title Insurance Company / NAIC#50229
Escrow Office: Land Title Company of Mason County
Property Address: 34550 and 34541 N US Highway 101, Lilliwaup, WA 98555

SCHEDULE A

1. Commitment Date: August 13, 2026 at 8:00 AM

2. Policy to be issued:

a. ALTA Owner's Policy Standard (07/01/2021)	Liability Amount:	\$10,000.00
Proposed Insured:	Premium:	\$247.00
PURCHASER WITH CONTRACTUAL RIGHTS UNDER A	Tax:	\$21.98
PURCHASE AGREEMENT WITH THE VESTED OWNER		
IDENTIFIED AT ITEM 4 BELOW	Total:	\$268.98
b. ALTA Loan Policy (07/01/2021) Extended	Liability Amount:	\$10,000.00
Proposed Insured:	Premium:	\$350.00
LENDER WITH CONTRACTUAL OBLIGATIONS UNDER A LOAN	Tax:	\$31.15
AGREEMENT WITH THE PROPOSED INSURED SHOWN		
HEREIN AT SCHEDULE A, ITEM 2 ABOVE	Total:	\$381.15

3. The estate or interest in the Land described or referred to in this Commitment is:

A Fee

4. Title to the estate or interest in the Land is at the Commitment Date [vested in:](#)

BREMERTON ENVIRONMENTAL LABS INC, a Washington corporation

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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COMMITMENT FOR TITLE INSURANCE
Issued By
CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Office: Land Title Company of Mason County / Q2026-224017
Escrow Office: Land Title Company of Mason County
Property Address: 34550 and 34541 N US Highway 101, Lilliwaup, WA 98555

EXHIBIT A

APN(s) located on Assessor's Map:

[32434-33-00000](#), [32434-33-00010](#) and [32434-51-00000](#)

The Land is described as follows:

PARCEL 1:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY 101;
THE SOUTH 647.33 FEET OF GOVERNMENT LOT 4, AS MEASURED ALONG THE WEST LINE THEREOF AND THE SOUTH 647.33 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 34, TOWNSHIP 24 NORTH, RANGE 3 WEST, W.M., IN MASON COUNTY, WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 3 WEST, W.M., IN MASON COUNTY, WASHINGTON, THENCE NORTH 01°17'41" EAST 647.33 FEET ALONG THE WEST LINE OF SAID SECTION 34; THENCE SOUTH 87°29'18" EAST 734.26 FEET, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 34, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 87°29'18" EAST 217.37 FEET; THENCE SOUTH 18°44'42" WEST 115 FEET MORE OR LESS TO THE CENTERLINE OF JORSTAD CREEK; THENCE WESTERLY ALONG SAID CREEK CENTERLINE 222 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 18°44'42" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 18°44'42" EAST 57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE PLAT OF JORSTAD CREEK CAMPGROUNDS DIVISION ONE, AS RECORDED IN VOLUME 9 OF PLATS, PAGE(S) 109, RECORDS OF MASON COUNTY, WASHINGTON.

PARCEL 2:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 101;
THE SOUTH 647.33 FEET OF GOVERNMENT LOT 4, AS MEASURED ALONG THE WEST LINE THEREOF, SECTION 34, TOWNSHIP 24 NORTH, RANGE 3 WEST, W.M., IN MASON COUNTY, WASHINGTON.

TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS, FORMERLY OWNED BY THE STATE OF WASHINGTON, AS DEFINED BY CHAPTER 255 OF SESSION LAWS OF 1927, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING UPON THE ABOVE DESCRIBED SOUTH 647.33 FEET OF SAID

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ALTA COMMITMENT FOR TITLE INSURANCE

EXHIBIT A

(Continued)

GOVERNMENT LOT 4.

PARCEL 3:

THE PLAT OF JORSTAD CREEK CAMPGROUNDS DIVISION ONE, AS RECORDED IN VOLUME 9 OF PLATS, PAGE(S) 109, RECORDS OF MASON COUNTY, WASHINGTON.

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COMMITMENT FOR TITLE INSURANCE
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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Office: Land Title Company of Mason County / Q2026-224017
Escrow Office: Land Title Company of Mason County
Property Address: 34550 and 34541 N US Highway 101, Lilliwaup, WA 98555

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. The legal description in this commitment is based on the information provided with the application and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company prior to closing if the description does not conform to their expectations.
7. 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.
8. If the proposed transaction is ultimately determined to require the filing of a report under the FinCEN Anti-Money Laundering Regulations for Residential Real Estate Transfers Rule dated August 29, 2024, then the Transferor and Transferee to this transaction must assist the settlement agent by:
 1. Providing the Settlement Agent with all necessary information to file any and all required reports.
 2. Complete the Anti-Money Laundering Information Collection & Certification Form.
 3. Provide copies of the driver's license, passport, or other similar identifying documentation as may be required from transferor and transferee entities and trusts, their beneficial owners and parties who exercise substantial control.

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SCHEDULE B

(Continued)

No title insurance will be issued to any purchaser/borrower unless the transferor and transferee, and their beneficial owners and parties who exercise substantial control, provide all necessary information to file all required FinCEN forms.

9. Evidence of the identity and authority of the officers of Bremerton Environmental Labs, Inc., a Washington Corporation, to execute the forthcoming instrument must be submitted.
10. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.
11. 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. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised, and premiums charged consistent therewith when the final amounts are approved.
12. 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.
13. In order to qualify for a continuance of Designated Forest Land, a Timber Management Plan will need to be completed and submitted at least 48 hours prior to closing.

All notices of continuance, new applications, and requests for reclassification for Current Use Timber and Designated Forest Land will be required to have a Timber Management Plan submitted in order to qualify. If you have any questions, please contact the Assessor's office at 360.427.9670, ext. 491. Applications and information can be found at the Mason County website: www.co.mason.wa.us/assessor.

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SCHEDULE B

(Continued)

END REQUIREMENTS

The following matters will not be listed as Special Exceptions in Schedule B of the forthcoming policy to issue, and there will be no coverage for loss by these matters because they are excluded from coverage by the terms of the policy.

NOTE: In the event there is no activity on this file within six (6) months from the effective date, a cancellation fee may be billed.

NOTE: If at all possible, Land Title Company will electronically record documents. If we are able to e-record documents, please make checks for excise and recording fees payable to Land Title Company. County recording fees are as follows:

Deed: \$303.50 for the first page, and \$1.00 for each additional page.

Deed of Trust: \$304.50 for the first page, and \$1.00 for each additional page.

E-Record Fee: \$5.00 plus tax per document.

NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (07/01/2021) or ALTA Loan Policy (07/01/2021), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

- a. NOTE: The following address(es) will appear on our ALTA 22-06 Endorsement, if applicable:

34550 and 34541 N US Highway 101
Lilliwaup, WA 98555

- b. NOTE: The following information will be required on the first page of all recorded documents per RCW 36.18 AND 65.04 - Document Standardization:

Brief Legal: GOVT LT 4 & SW SW 34N-24-3W & PLAT OF JORSTAD CREEK
CAMPGROUND DIV 1, V/P 9/109

Tax Account No(s): [32434-33-00000](#)
[32434-33-00010](#)
[32434-51-00000](#)

- c. NOTE: Except as noted below, we find no conveyances affecting title to the subject property within the past 36 months:

Statutory Warranty Deed recorded under [Auditor's File No. 2229429](#).

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SCHEDULE B

(Continued)

- d. NOTE: Survey(s) recorded under [Auditor's File No\(s\). 407641.](#)
(Affects Parcel 1)

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SCHEDULE B

(Continued)

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 provisions 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 lien 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 Record.
- 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. 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 mortgage thereon covered by this Commitment.

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SCHEDULE B

(Continued)

SPECIAL EXCEPTIONS:

1. 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.

2. Any question that may arise due to shifting or change in the course of Jorstad Creek or due to the creek having shifted or changed its course, and rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the creek, if it is navigable.

(Affects Parcels 1 and 3)

3. Any question that may arise as to the location of the lateral boundaries of the tidelands or shorelands described herein.

(Affects Parcel 2)

4. Covenants, conditions, restrictions, recitals, reservations, easements including the terms and provisions contained therein, 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 the plat](#).

(Affects Parcel 3)

5. Easement, including its terms, covenants and provisions as disclosed by instrument:

Recorded: January 12, 1935
[Auditor's File No.:](#) [74381](#) (Volume 62 of Deeds, page 375)
For: ingress and egress
Affects: portion of said premises

6. 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
[Auditor's File No.:](#) [112998](#) (Volume 97 of Deeds, page 287)
Records of: Mason County, Washington

NOTE: The present ownership of said interests and matters affecting said interests are not shown herein.

(Affects Parcel 2)

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SCHEDULE B

(Continued)

7. Terms and conditions as fully set forth in Permit to Waste Earth Materials recorded February 26, 1962 and January 31, 1963 under Auditor's File No. [192123](#) and [197023](#).
8. Certificate to Change Point of Diversion and Purposes and Place of Use of Water recorded June 23, 1972 under [Auditor's File No. 270416](#).
9. Terms, conditions, covenants, easements including the terms and provisions contained therein, and liability for maintenance and/or assessments as fully set forth in Agreement regarding Water recorded June 18, 1979 and August 7, 1979 under Auditor's File Nos. [362653](#) and [365099](#).

Instrument recorded under [Auditor's File No. 362653](#) is a re-recording of [Auditor's File No. 360469](#).

10. Agreement, including its terms, covenants, and provisions:
Recorded: May 31, 1988
[Auditor's File No.:](#) [481360](#)
For: Change in Management and Legal Relationship

(Affects portion of Parcel 3)

- a. Terms and conditions as fully set forth in Memorandum of Understanding and Amendment to Lease Agreement recorded June 1, 2006 under [Auditor's File No. 1869102](#).

11. Easement, including its terms, covenants and provisions as disclosed by instrument:
Recorded: May 9, 1989
[Auditor's File No.:](#) [493426](#)
For: water pipe
Affects: portion of said premises

12. Terms and conditions as fully set forth in Memorandum of Understanding recorded July 5, 1989 under [Auditor's File No. 495699](#).

- a. Terms and conditions as fully set forth in Memorandum of Understanding and Amendment to Lease Agreement recorded June 1, 2006 under [Auditor's File No. 1869102](#).

13. Matters disclosed by Survey recorded June 23, 2021 in Volume 49 of Surveys, page 227 under [Auditor's File No. 2160130](#).

(Affects Parcel 3)

Said instrument is a re-recording of [Auditor's File No. 2159097](#).

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SCHEDULE B

(Continued)

14. Terms, covenants, and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, penalties, and interest upon breach of, or withdrawal from, said classification). Notice of approval being recorded in Mason County, Washington;

Recorded: June 29, 2023

Auditor's File No.: [2198970](#)

Classification: Farm and Agricultural Land

NOTE: In order to qualify for a continuance of Designated Forest Land, a Timber Management Plan will need to be completed and submitted at least 48 hours prior to closing.

NOTE: All notices of continuance, new applications, and requests for reclassification for Current Use Timber and Designated Forest Land will be required to have a Timber Management Plan submitted in order to qualify. If you have any questions, please contact the Assessor's office at 360.427.9670, ext. 491. Applications and information can be found at the Mason County website: www.co.mason.wa.us/assessor.

(Affects Parcel 2)

Said instrument is a re-recording of [Auditor's File No. 2196778](#).

15. Terms and conditions as fully set forth in Shellfish Settlement Agreement recorded October 25, 2023 under [Auditor's File No. 2203751](#).

(Affects Parcel 1)

16. Matters disclosed by Survey recorded December 3, 2024 in Volume 55 of Surveys, page 160 under [Auditor's File No. 2219071](#).

(Affects Parcel 3)

17. Right, title, and interest of Jorstad Creek Resort, Inc., as disclosed by Mason County Tax Rolls.

(Affects Parcel 3)

18. A Lease, upon and subject to all of the provisions therein contained, as created by that instrument:

Recorded: August 14, 1984

Auditor's File No.: [431587](#)

Lessor: Jorstad Creek Campgrounds, Inc., a Washington corporation

Lessee: Jorstad Creek Resort, a Washington nonprofit corporation

Term: August 14, 1984 - December 31, 2083

(Affects portion of Parcel 3)

- a. Terms and conditions as fully set forth in Addendum to Lease recorded October 18, 1984 under [Auditor's File No. 433891](#).

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SCHEDULE B

(Continued)

- b. Terms and conditions as fully set forth in Memorandum of Understanding and Amendment to Lease Agreement recorded June 1, 2006 under [Auditor's File No. 1869102](#).
19. Matters disclosed by Survey recorded July 7, 2026 in Volume 57 of Surveys, page 169 under [Auditor's File No. 2242777](#).
20. Deed of trust, to secure an indebtedness of \$150,000.00 including any interest, advances or other obligations secured thereby:
Recorded: August 15, 2025
[Auditor's File No.:](#) [2229430](#)
Grantor: Bremerton Environmental Labs Inc., a Washington corporation
Trustee: Trustee Services, Inc.
Beneficiary: America's Credit Union
21. Deed of trust, to secure an indebtedness of \$100,000.00 including any interest, advances or other obligations secured thereby:
Recorded: October 24, 2025
[Auditor's File No.:](#) [2232571](#)
Grantor: John Wesley Bartlett
Trustee: Land Title Company of Kitsap County
Beneficiary: Nathan Allen Wight
22. Right, title, and interest of John Wesley Bartlett, as disclosed by joinder in Deed of Trust recorded under [Auditor's File No. 2232571](#).
23. General taxes for the second half of 2026 which become delinquent after October 31, 2026, if unpaid:
Amount: \$1,118.63
[Tax Account No.:](#) [32434-33-00000](#)
Affects: Parcel 1
Land Value: \$298,995.00
Improvement Value: \$0.00
Total Assessed Value: \$298,995.00
- NOTE: General taxes for the full year bill in an amount of \$2,237.27.
24. General taxes for the second half of 2026 which become delinquent after October 31, 2026, if unpaid:
Amount: \$81.52
[Tax Account No.:](#) [32434-33-00010](#)
Affects: Parcel 2
Land Value: \$324,100.00
Improvement Value: \$10,985.00
Total Assessed Value: \$335,085.00

NOTE: General taxes for the full year bill in an amount of \$163.04.

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SCHEDULE B

(Continued)

NOTE: The property herein described is carried on the tax rolls as partially exempt/exempt. However, it will become taxable from the date of transfer to a taxable entity or taxes will be pro-rated based on the date of death or change in eligibility for the exemption. Current and/or prior years taxes, if any, may be due from the date the exemption became disqualified. Please contact Mason County Treasurer at 360.427.9670 ext. 475 for any additional taxes which may be owing.

25. Delinquent general taxes for 2026:
Amount: \$5,130.72, plus interest and penalty
Tax Account No.: 32434-51-00000
Affects: Parcel 3
Land Value: \$225,490.00
Improvement Value: \$465,195.00
Total Assessed Value: \$690,685.00

26. Liens of real estate excise sales tax upon any sale of said premises, if unpaid.

NOTE: As of January 1, 2020, Washington's state excise tax rate became graduated

Please visit their site (<https://dor.wa.gov/reet>) for a calculator and additional information.

27. The General Exceptions reflected on Schedule B herein and designated as items A, B, C and D, will be deleted upon issuance of our Extended Mortgage Policy.

END SPECIAL EXCEPTIONS

KC/br

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2026

Chicago Title Insurance Company, and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates', services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#) or email privacy@fnf.com, or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request or contact us by phone at (888) 714-2710, by email at Privacy@fnf.com, or by mail to:

Chicago Title Insurance Company
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

COURTHOUSE HOURS OF OPERATION

AUDITOR: Monday - Friday, walk-ins and eRecording, 9:00am - 4:00pm, eRecording cut-off at 3:45pm

TREASURER: Monday - Friday, walk-ins and eRecording, 9:00am - 4:00pm, eRecording cut-off at 3:15pm

Mason County Auditor Recording Fees

Document: Real Estate and Miscellaneous - First Page	\$303.50
Each Additional Page	\$1.00
Document: Deed of Trust - First Page	\$304.50
Each Additional Page	\$1.00
Land Title Company E-Record Fee (per document)	\$5.45 includes tax

Please visit the Mason County Auditor's Home Page
for more information regarding requirements and fees:
www.co.mason.wa.us

Land Title Company and Mason Courthouse Holiday Schedule

New Year's Day	January 1, 2026
Martin Luther King, Jr. Day	January 19, 2026
President's Day	February 16, 2026
Memorial Day	May 25, 2026
Juneteenth Day	June 19, 2026
Independence Day	July 4, 2026
Labor Day	September 7, 2026
Indigenous Peoples' Day - OPEN * see below	October 12, 2026
Veterans Day	November 11, 2026
Thanksgiving Day	November 26, 2026
Day After Thanksgiving - CLOSED ** see below	November 27, 2026
Christmas Day	December 25, 2026

Indigenous Peoples' Day* Land Title **AND Kitsap/Mason County Courthouses **OPEN** regular hours

***Day After Thanksgiving* Land Title **AND** Kitsap/Mason County Courthouses **CLOSED**