

SQUAXIN ISLAND TRIBE

RESOLUTION NO. 24-18

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

WHEREAS, the Squaxin Island Tribe desires to convey title to real property, known as the "Port Blakely Property" more specifically described as Mason County Parcel Nos.31909-40-00000, 31910-23-00000, 31910-30-00000, 31910-34-00060, 31915-20-00000, 31916-00-00000, 31916-10-00000, 31915-43-00000, 31915-00-02000, and 31915-33-00000, and further described in "Exhibit A" attached hereto (the "Property") to the United States of America in trust for the benefit of the Tribe pursuant to 25 U.S.C. § 465 and 25 C.F.R. Part 151;

WHEREAS, the Property is contiguous to the Tribe's Reservation, including its existing administrative center and housing development;

WHEREAS, Title evidence issued by Aegis Land Group contains Special Exceptions that must be addressed before the Department of the Interior can accept the Property in trust; and

WHEREAS, Special Exception No. 8 as identified in Aegis Land Group Commitment for Title Insurance. No. 2023-52798-SH REV 2, identifies certain exceptions, in particular those identified in Exhibit B to the statutory warranty deed transferring title to the Tribe;

Resolution No. 24-18 Page 2 of 2

WHEREAS, the exceptions identified in Exhibit B overlap substantially with the general exceptions identified in the Commitment;

WHEREAS, the Tribe has carefully reviewed and considered each exception identified in Exhibit B, which Exhibit is attached hereto;

NOW THEREFORE BE IT RESOLVED, that the Tribe affirms its awareness and acknowledgement of the exceptions therein contained;

BE IT FURTHER RESOLVED, that the Tribe agrees and affirms that such exceptions will not interfere with its proposed use of the property;

BE IT FINALLY RESOLVED, that in making the affirmations, acknowledgements, and agreements described in this Resolution, the Tribe does not agree any particular law, obligation, or item noted herein is present, valid, or enforceable.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 22nd day of February, 2024, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.

Kris Yeters Kris Peters (Feb 22, 2024 14:13 PST)	
Kristopher Peters, Chair	
	Attested by: Marvin E. Campbell Attested by: Marvin E. Campbell (Feb 22, 2024 15:26 PST)
	Marvin Campbell, Treasurer
de lande de con	
Jaimie Cruz Jaimie Cruz (Feb 22, 2024 14:25 PST)	
Jaimie Cruz, Vice Chair	



Aegis Land Title Group 124 N 2nd Street PO Box 278 Shelton, WA 98584 Phone: (360) 426-9713 Fax: (360) 426-0716

Commitment Revision Details

February 12, 2024

Order Number: 2023-52798-SH REV 2

We have been requested to amend Title Commitment Number: 2023-52798-SH REV 2. Changes to the Title Commitment are as follows:

Schedule B II, Special Exception, has been changed to delete paragraph 7.

These deletions to this Commitment Revision are highlighted with "bullet items" in Special Exceptions to this Revision.

 ${\bf COMMITMENT\ REVISION\ DETAILS}$ Title No.: 2023-52798-SH REV 2



Aegis Land Title Group 124 N 2nd Street, PO Box 278 Shelton, WA 98584 Phone: (360) 426-9713

Commitment for Title Insurance

Our File No.: 2023-52798-SH Seller Name: Squaxin Island Tribe

Buyer Name: USA in Trust

Property Address Reference: Undeveloped Land, Shelton, WA 98584

Thank you for your transaction, we look forward to serving you. Enclosed please find a copy of the Title Commitment for the above referenced transaction, which contains hyperlinks to all the relevant historical documents. You will also find a PDF copy of the historical documents for your convenience. If you have any questions pertaining to this information, please do not hesitate to contact us. We appreciate your business.

For a quick video on how to read your Title Commitment and what it means to you please go to: <u>How to Read Your Title</u> Report

Local decision making. Local authority. Local service. Nationally insured.

Order No.: 2023-52798-SH



Aegis Land Title Group 124 N 2nd Street, PO Box 278 Shelton, WA 98584

Phone: (360) 426-9713

Transaction Identification Data for reference only:

Issuing Agent: Aegis Land Title Group

124 N 2nd Street, PO Box 278, Shelton, WA 98584 Issuing Office:

Issuing Office's ALTA® Registry ID: 1047466

Commitment Number: 2023-52798-SH

Property Address: Undeveloped Land, Shelton, WA 98584

Revision Number: Two

Escrow Company: Aegis Land Title Group - Escrow Officer: - Phone: (360) 426-9713 -

Email:

Title Officer: Ellesia Barradale - Phone: (253) 284-3848 - Email: ebarradale@agltg.com

Customer Reference: Squaxin Island Tribe - USA in Trust

Effective Date: January 30th, 2024 at 8:00 AM 1.

2. Policy to be issued:

> Proposed Policy Amount: (a) ALTA Owner's Policy Premium: Rate Type: Standard \$0.00 Tax: Additional Fee: \$0.00 Total:

Proposed Insured: United States of America, in Trust for Squaxin Island Tribe, a federally recognized Indian Tribe

- The estate or interest in the Land described or referred to in this Commitment is: 3. Fee Simple.
- The Title is, at the Commitment Date, vested in: 4. Squaxin Island Tribe, a federally recognized Indian Tribe
- 5. The Land is described as follows: FOR LEGAL DESCRIPTION SEE EXHIBIT "A" HERETO ATTACHED.

ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

Order No.: 2023-52798-SH

EXHIBIT "A"

Legal Description:

Parcel 1:

Government Lots five (5) and six (6), Section nine (9), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington; excepting therefrom right-of-way for Kamilche Point Road, County Road No. 14880.

Parcel No. 31909-40-00000

Parcel 2:

Government Lot five (5), Section ten (10), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington; EXCEPTING therefrom, all that portion thereof, if any, which lies below the line of ordinary high tide.

Parcel No. 31910-23-00000

Parcel 3:

The West half (W 1/2) of the Southwest quarter (SW 1/4) of Section ten (10), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington; excepting therefrom right-of-way for Kamilche Point Road, County Road No. 14880.

Parcel No. 31910-30-00000

Parcel 4:

The Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section ten (10), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel No. 31910-34-00060

Parcel 5:

The Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4), and the South half (S 1/2) of the Northwest quarter (NW 1/4), all in Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel No. 31915-20-00000

Parcel 6:

Government Lots two (2), three (3) and four (4), Section sixteen (16), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington; EXCEPTING therefrom right-of-way for Kamilche Point Road, County Road No. 14880; also, EXCEPTING therefrom, all that portion thereof, if any, which lies below the line of ordinary high tide.

Parcel No. 31916-00-00000

Parcel 7:

The Northeast quarter (NE 1/4) of the Southwest quarter (SW 1/4), the South half (S 1/2) of the Southwest quarter (SW 1/4), and the Southeast quarter (SE 1/4), all in Section sixteen (16), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel No. 31916-00-02000

Parcel 8:

The Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4), and the South half (S 1/2) of the Northeast quarter (NE 1/4), all in Section sixteen (16), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington.

ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

Order No.: 2023-52798-SH

Parcel No. 31916-10-00000

Parcel 9:

The Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), and the South half (S 1/2) of the Southwest quarter (SW 1/4), all in Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel Nos. 31915-43-00000, 31915-00-02000, and 31915-33-00000

Abbreviated Legal:

GL 5, W 1/2 SW, Ptn SE SW 10-19-3; NW NW, S 1/2 NW, SW SE, S 1/2 SW 15-19-3; GL 2, 3 & 4, NE SW, S 1/2 SW, SE SE, NE NE, S 1/2 NE 16-19-3

Parcel No(s):

31909-40-00000, 31910-23-00000, 31910-30-00000, 31910-34-00060, 31915-20-00000, 31916-00-00000, 31916-00-02000, 31916-10-00000, 31915-43-00000, 31915-00-02000, and 31915-33-00000

Purported Address: Undeveloped Land, Shelton, WA 98584

Order No.: 2023-52798-SH

REQUIREMENTS

All of the following Requirements must be met:

1. We e-record documents with the County. To expedite recording review, please scan your recording package and email to recording@agltg.com, prior to couriering or mailing the originals.

Please make excise tax and recording fees payable to Aegis Land Title Group.

Recording packages received with excise tax payable to the County will not be recorded the same day. <u>E-Recording Benefits</u>.

Recording fees charged by the County are billed as follows: Deeds - \$203.50 for the first page and \$1.00 for each additional page. Deeds of Trust - \$204.50 for the first page and \$1.00 for each additional page. Additionally, there is a \$4.65 e-recording surcharge per document.

E-RECORDING Cutoff Times Are as Follows:

JEFFERSON COUNTY:

EXCISE and NON-EXCISE is 4 PM, Monday-Friday

KITSAP COUNTY:

EXCISE is 4:00 PM, Monday-Thursday; EXCISE on FRIDAY is 11:30 AM. NON-EXCISE is 4:30 PM, Monday-Thursday; NON-EXCISE on FRIDAY is 11:30 AM.

KING COUNTY:

EXCISE is 3:30 PM, Monday-Friday. NON-EXCISE is 3:30 PM, Monday-Friday.

MASON COUNTY:

EXCISE is 3:45 PM, Monday-Friday. NON-EXCISE is 4:00 PM, Monday-Friday.

PIERCE COUNTY:

EXCISE is 3:30 PM, Monday-Friday. NON-EXCISE is 4:00 PM, Monday-Friday.

SNOHOMISH COUNTY:

EXCISE is 3:30 PM, Monday-Thursday; EXCISE on FRIDAY is 3:00 PM. NON-EXCISE is 4:00 PM, Monday-Thursday; NON-EXCISE on FRIDAY is 3:30 PM.

THURSTON COUNTY:

EXCISE is 3:45 PM, Monday-Friday.

NON-EXCISE is 4:15 PM, Monday-Friday.

2. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees may be charged, subject to the Auditor's discretion.

Order No.: 2023-52798-SH

3. All of the following Requirements must be met:

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.

- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.
- 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.
- 4. The application identifies the land by a street address only. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires a legal description of the correct land approved by the parties to the transaction.

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THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims, (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matter described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
- 1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, question of location, boundary and/or area; or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and shown by the Public Records.
- 4. Any lien or right to a lien for services, labor, equipment or material not shown by the Public Records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. 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.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
- G. (a) General taxes not now payable; (b) special assessments and/or special levies, if any, that are not disclosed by the public records; (c) taxes or assessments that are not yet liens; (d) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

SPECIAL EXCEPTIONS FOLLOW

Order No.: 2023-52798-SH

SPECIAL EXCEPTIONS

 As to Parcels 3 and 6: UTILITY EASEMENT.

To: P.U.D. No. 3 of Mason County, Washington.

Recorded: June 13, 1986 Auditor's File No.: 453634

For the purpose of installing and maintaining utility anchors and associated hardware.

2. As to Parcels 2 and 3:

Matter(s) noted on record of survey affecting the subject property.

Recorded: March 1, 2017. Volume 43 of Surveys, page 167. Auditor's File No. 2070431

3. As to Parcel 1:

SETTLEMENT AGREEMENT recorded July 15, 2020, Auditor's File No. 2134679.

4. As to Parcel 7:

Matters delineated, described and noted on survey recorded June 2, 2021, in Volume 49 of Surveys, page 199, Auditor's File No. 2158489.

- 5. This paragraph has been eliminated under Title Commitment Revision Number One.
- 6. This paragraph has been eliminated under Title Commitment Revision Number One.
- 7. This paragraph has been eliminated under Title Commitment Revision Number Two.
- 8. Covenants, conditions, restrictions, easements and/or assessments, contained in instrument recorded July 27, 2021, Auditor's File No. 2162960.
- 9. No Real Estate Taxes are assessed to the within described land for the current tax year, as it is currently owned by Squaxin Island Tribe. Any change in ownership of said premises during the current calendar year may result in a full assessment of said taxes.
- 10. As to Parcel 1:

CLASSIFIED FOREST LAND.

Auditor's File No. 303207

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

11. As to Parcel 2:

CLASSIFIED FOREST LAND.

Auditor's File No. 303245

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

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12. As to Parcel 3:

CLASSIFIED FOREST LAND. Auditor's File No. 303247

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

13. As to Parcel 4:

CLASSIFIED FOREST LAND.

Auditor's File No. 303248

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

14. As to Parcel 5:

CLASSIFIED FOREST LAND.

Auditor's File No. 303260

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

15. As to Parcel 6:

CLASSIFIED FOREST LAND.

Auditor's File No. 303263

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

16. As to Parcel 7:

CLASSIFIED FOREST LAND.

Auditor's File No. 303264

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

17. As to Parcel 8:

CLASSIFIED FOREST LAND.

Auditor's File No. 303265

Classified as "forest land" for tax purposes under the provisions of Chapter 187, Laws of 1974, 1st Extraordinary Session. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

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18. As to Parcel 9:

DESIGNATED FOREST LAND. Recorded: June 5, 1985 Auditor's File No. 440904

These lands have been "designated" as forest lands for tax purposes. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

- 19. The forthcoming insert conveyance, lease and/or encumbrance as appropriate must be approved by the bureau of Indian affairs in accordance with 25 U.S.C. Section 81.
- 20. If the policies to be issued are in excess of \$3,000,000.00 or involve unusual risk, approval to issue such policies must be obtained from Old Republic National Title Insurance Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Old Republic National Title Insurance Company.
- 21. Payment of real estate excise tax pursuant to the authority of R.C.W. Chapter 82.45.060, if required.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland (RCW 84.34 or RCW 84.33) or agricultural land (RCW 84.34) is: State and Local (0.50%) portion:

- 1.60% on any portion of the sales price of \$525,000 or less;
- 1.78% on any portion of the sales price above \$525,000, up to \$1,525,000;
- 3.25% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
- 3.50% on any portion of the sales price above \$3,025,000;

The rate of real estate excise tax for properties classified and specially valued as either timberland or agricultural land is subject to a flat rate of 1.78%. Please inquire with the Mason County Treasurer for a determination on the applicability of this flat fee.

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, which can be found online HERE. 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).

END OF SPECIAL EXCEPTIONS

ALTA COMMITMENT FOR TITLE INSURANCE NOTES

Order No.: 2023-52798-SH

NOTES

- 1. NOTE: In order to assure timely recording all recording packages should be sent to: Aegis Land Title Group, <u>124 N</u> <u>2nd Street, PO Box 278, Shelton, WA 98584</u> Attn: Recorder.
- 2. NOTE: In the event of cancellation, a cancellation charge may be made.
- 3. NOTE: The following deeds affecting the property herein described have been recorded within the last 36 months immediately preceding the effective date of this commitment.

Type of Document: Statutory Warranty Deed Recorded July 27, 2021, Auditor's File No. <u>2162960</u>.

ALTA COMMITMENT FOR TITLE INSURANCE

Order No.: 2023-52798-SH



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, Old Republic National 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Issued through the Office of Mason County Title Company 130 W Railroad Avenue PO Box 278
Shelton, WA 98584

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Mac Selsing

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

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Attest

Secretary

ALTA COMMITMENT FOR TITLE INSURANCE

Order No.: 2023-52798-SH

COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

ALTA COMMITMENT FOR TITLE INSURANCE

Order No.: 2023-52798-SH



rev. 07/2016

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies 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.
What?	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.
How?	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; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Who we are		
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.	w

What we do			
How does Old Republic Title 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. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy. We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.		
How does Old Republic Title collect my personal information?			
Why can't I limit all sharing?	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. See the "Other important information" section below for your rights under state law.		

ALTA COMMITMENT FOR TITLE INSURANCE Order No.: 2023-52798-SH

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
	Company Genesis Abstract, LLC Lex Terrae, Ltd. Old Republic Diversified Services, Inc. Old Republic Title Company of Conroe Old Republic Title Company of St. Louis Republic Abstract &	Company Insurance Company Genesis Abstract, LLC Kansas City Management Group, LLC Lex Terrae, Ltd. Mara Escrow Company Old Republic Diversified Services, Inc. Old Republic Exchange Company Old Republic Title Company of Conroe Old Republic Title Company of St. Louis Old Republic Title Company of St. Louis Sentry Abstract Company	Company Insurance Company Services, LLC Genesis Abstract, LLC Kansas City Management Group, LLC Lex Terrae, Ltd. Mara Escrow Company Mississippi Valley Title Services Company Old Republic Diversified Services, Inc. Old Republic Exchange Company Old Republic National Title Insurance Company Old Republic Title Company of Indiana Old Republic Title Company of Nevada Old Republic Title Company of Tennessee Old Republic Title Information Concepts Republic Abstract & Sentry Abstract Company of

SIT - PB Special Exceptions 2024

Final Audit Report 2024-02-22

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