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Thank you for trusting us with your business.



PACIFIC NORTHWEST TITLE

Title Insurance Escrow Services Real Estate Resources

2021 NW Myhre Road, Suite 300
Silverdale, WA 98383

921 Hildebrand Lane NE, Suite 200
Bainbridge Island, WA

Subdivision Guarantee

Washington - CLTA Guarantee Form No. 14



Issued by Old Republic National Title Insurance Company

Guarantee Number **SGW-08005016**

File Number: **1-508356**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company,

GUARANTEES

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

Issued through the office of:

Policy Issuer:
PACIFIC NORTHWEST TITLE COMPANY OF KITSAP COUNTY, INC.
2021 NW MYHRE ROAD, SUITE 300
SILVERDALE, WA 98383
PHONE: (360) 692-4141

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

By

President

Attest

Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE

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

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

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

3. NO DUTY TO DEFEND OR PROSECUTE

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

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

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

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY

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

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

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

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

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

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

Subdivision Guarantee

Schedule A

Order No.: 1-508356
Reference No.: SGW-08005016
Liability: 2,000.00
Fee: 300.00
Tax: 27.00
Dated: July 6, 2021

A. Name of Assured: Old Republic Title Ltd.

The assurances referred to on the face page are:

- B. Title to the real property described herein is vested in:
Bainbridge 14, LLC, a Washington limited liability company, as to Lots 27 through 31, and Bainbridge Community Development, LLC, a Washington limited liability company, as to Tract C
- C. There are no easements, leases, options to purchase, mortgages, or deeds of trust which purport to affect said land, other than those shown as follows:
- D. The land is situate in the County of Kitsap, State of Washington, and is described as follows:
(See attached Exhibit "A")
- E. The abbreviated legal description is provided to enable the document preparer to conform with the requirements of RCW 65.04.045:
-

Subdivision Guarantee

Schedule B

Order No.: 1-508356
Guarantee No.: SGW-08005016
Amount of Liability: 2,000.00
Date of Guarantee: July 6, 2021
Fee: 300.00

1. All Covenants, Conditions, Restrictions, Reservations, Easements or other servitudes, if any, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as disclosed by the recorded plat of Grow Community II, recorded under Auditor's File No. 201412100175 in the [official records](#).

The amendment thereof recorded under Auditor's File No. 201702270020 in the [official records](#).

2. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on November 14, 1978, under Kitsap County Auditor's File No(s). 7811140186 in the [official records](#).

For: Communication cable
Affects: Lots 27, 28 and 31, and Tract C

Note: The description contained therein is insufficient to specifically locate said easement.

3. Unrecorded private easement (Government Way) affecting a portion of said premises as disclosed by Survey recorded under Auditor's File No 200502230003 in the [official records](#).

Affects: Lots 27, 28 and 31

4. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on September 26, 2012, under Kitsap County Auditor's File No(s). 201209260158 in the [official records](#).

For: Pedestrian, bicycle and non-motorized vehicular ingress and egress
Affects: A portion of Tract C

5. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on October 1, 2012, under Kitsap County Auditor's File No(s). 201210010243 in the [official records](#).

For: Pedestrian, bicycle and non-motorized vehicular ingress and egress
Affects: A portion of Tract C

6. Easement for electric transmission and distribution line, and the terms and conditions thereof, together with necessary appurtenances, as granted by instrument recorded on March 20, 2015, under Kitsap County Auditor's File No(s). 201503200206 in the [official records](#).

To: Puget Sound Power and Light Company/Puget Sound Energy
Affects: Tract C

Note: The description contained therein is insufficient to specifically locate said easement.

7. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes

hereinafter stated, as disclosed by instrument recorded on June 18, 2015, under Kitsap County Auditor's File No(s). 201506180145 in the [official records](#).

For: Parking, storage, pedestrian access, support maintenance and utilities

Note: The description contained therein is insufficient to specifically locate said easement.

Said instrument was amended under Auditor's File Nos. 201512140025 in the [official records](#), 201608260041 in the [official records](#) and 201702270021 in the [official records](#).

8. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as disclosed by instrument recorded on October 17, 2017, under Kitsap County Auditor's File No(s). 201710170220 in the [official records](#).

For: Broadband communications system

Affects: Lots 27 through 31, inclusive

Note: The description contained therein is insufficient to specifically locate said easement.

9. Covenants, conditions, restrictions, easements and liability to assessments, if any, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in said instrument:

Recorded: December 11, 2006

Auditor's File No.: 200612110150 in the [official records](#)

10. Covenants, conditions, restrictions, easements and liability to assessments, if any, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in said instrument:

Recorded: June 18, 2015

Auditor's File No.: 201506180146 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: August 26, 2016

Auditor's File No.: 201608260039 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: August 26, 2016

Auditor's File No.: 201608260040 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: August 30, 2016

Auditor's File No.: 201608300030 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: June 1, 2017

Auditor's File No.: 201706010012 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: July 3, 2017

Auditor's File No.: 201707030021 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: July 10, 2018

Auditor's File No.: 201807100268 in the [official records](#)

Amendment and/or modification of said instrument:

Recorded: May 12, 2021

Auditor's File No.: 202105120250 in the [official records](#)

11. Covenants, conditions, restrictions, easements and liability to assessments, if any, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in said instrument:

Recorded: February 23, 2017

Auditor's File No.: 201702230067 in the [official records](#)

Affects: Lots 27, 28, 29 and 30

Amendment and/or modification of said instrument:

Recorded: July 22, 2020

Auditor's File No.: 202007220193 in the [official records](#)

12. Agreement and the terms and conditions thereof:

Recorded: June 18, 2015

Auditor's File No(s): 201506180145 in the [official records](#)

Regarding: Garage easement and maintenance

Said instrument was amended under Auditor's File Nos. 201512140025 in the [official records](#), 201608260041 in the [official records](#) and 201702270021 in the [official records](#).

13. Agreement and the terms and conditions thereof:

Recorded: February 23, 2017

Auditor's File No(s): 201702230065 in the [official records](#)

Regarding: Garage easement and maintenance agreement for The Trillium and the Meadows

14. General and Special Taxes and Charges: First half due before May 1; Second half due before November 1:

Year: 2021

Amount Billed: \$1,656.82

Amount Paid: \$828.41

Amount Due: \$828.41

Tax Account No.: 5607-000-027-0005

Levy Code: 0215

Assessed Value: \$170,550.00

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions, please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot 27

15. General and Special Taxes and Charges: First half due before May 1; Second half due before November 1:

Year: 2021

Amount Billed: \$1,656.82

Amount Paid: \$828.41

Amount Due: \$828.41

Tax Account No.: 5607-000-028-0004
Levy Code: 0215
Assessed Value: \$170,550.00

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions, please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot 28

16. General and Special Taxes and Charges: First half due before May 1; Second half due before November 1:

Year: 2021
Amount Billed: \$1,658.82
Amount Paid: \$828.41
Amount Due: \$828.41
Tax Account No.: 5607-000-029-0003
Levy Code: 0215
Assessed Value: \$170,550.00

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions, please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot 29

17. General and Special Taxes and Charges: First half due before May 1; Second half due before November 1:

Year: 2021
Amount Billed: \$1,656.82
Amount Paid: \$828.41
Amount Due: \$828.41
Tax Account No.: 5607-000-030-0000
Levy Code: 0215
Assessed Value: \$170,550.00

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions, please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot 30

18. General and Special Taxes and Charges: First half due before May 1; Second half due before November 1:

Year: 2021
Amount Billed: \$394.12
Amount Paid: \$197.06
Amount Due: \$197.06
Tax Account No.: 5607-000-031-0009
Levy Code: 0215
Assessed Value: \$40,410.00

Note: If this transaction involves a mobile home, move permit or the recording of a plat, short plat or

boundary line adjustment, payment of taxes in full, payment of taxes not yet delinquent and possibly not yet billed may be required. For further questions, please contact the Kitsap County Treasurer at (360) 337-4939.

Affects: Lot 31

19. Liability to assessments for General and Special Taxes and Charges, said property is not presently carried or being taxed on the general tax rolls.

Tax Account No.: 5607-000-034-0006

Affects: Tract C

20. Local improvement assessments, and/or special assessment, if any, levied by the City of Bainbridge Island. Investigation should be made with the city for any amounts due or past due, if any at (206) 842-7633.
21. Notice of possible (present and future) tap or connection charges levied, or to be levied, by City of Winslow, notice of which is given by instrument recorded July 10, 1979, under Kitsap County Auditor's File No(s). 7907100114 in the [official records](#).
22. Liability for assessments, if any, levied by Grow Community II Neighborhood Association, which attaches to said premises, if unpaid.
23. Deed of Trust, and the terms and conditions thereof:
Grantor: Bainbridge Community Development LLC, a Washington limited liability company
Trustee: Pacific Northwest Title
Beneficiary: Edmund G. Ellis and Joanne Ellis, John K. Ellis and Clerestory Holdings, LLC, a Washington limited liability company
Amount: Undisclosed
Dated: December __, 2019
Recorded: December 31, 2019
Auditor's File No.: 201912310110 in the [official records](#)

First Amendment to Deed of Trust and the terms and conditions thereof:

Recorded: December 9, 2020
Auditor's File No(s): 202012090186 in the [official records](#)

Affects: Lots 27 through 31, inclusive

24. Deed of Trust, and the terms and conditions thereof:
Grantor: Bainbridge 14, LLC, a Washington limited liability company
Trustee: Old Republic Title Company, LLC
Beneficiary: Rick S. Howell
Amount: \$600,000.00, plus interest
Dated: January 4, 2021
Recorded: January 6, 2021
Auditor's File No.: 202101060259 in the [official records](#)

Affects: Lots 27 through 31, inclusive

25. Matters delineated, described and noted on Survey recorded December 16, 1996, in Volume 46, Page 128, under Auditor's File No. 9612160103 in the [official records](#).

Affects: Tract C

ORT Form 5321-WA A

Washington Subdivision Guarantee - CLTA Guarantee Form No. 14 (Revised 06/05/14)
Schedule B

26. Matters delineated, described and noted on Survey recorded February 4, 1998, in Volume 49, Page 29, under Auditor's File No. 3066089 in the [official records](#).

Affects: Tract C

27. Matters delineated, described and noted on Survey recorded April 12, 2012, in Volume 76, Page 136, under Auditor's File No. 201204120069 in the [official records](#).

Affects: Tract C

Subdivision Guarantee

Informational Notes

1. Abbreviated Legal Description:
Lots 27-31 & Tract C, Grow Community II
2. Surveys of the herein described property and/or adjoining property were recorded under Kitsap County Auditor's File Nos. 201411190138 in the [official records](#) and 201412100169 in the [official records](#).

Subdivision Guarantee

Exhibit A

Lots 27, 28, 29, 30 and 31 and Tract C, Grow Community II, according to Plat recorded in Volume 33 of Plats, Pages 248 through 256, inclusive, and as amended under Volume 34, Pages 126 through 129, inclusive, in Kitsap County, Washington.



Title Insurance
Escrow Service
Real Estate Resources

Our Privacy Policy

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for choosing Pacific Northwest Title. We value you as a customer and appreciate the opportunity to serve you.

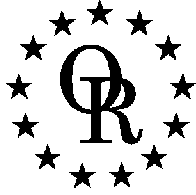
Silverdale

360-692-4141
2021 Myhre Road NW Suite 300
Silverdale, WA 98383

Bainbridge Island

206-842-2082
921 Hildebrand, Suite 200
Bainbridge Island, WA 98110

ALTA Commitment for Title Insurance



Issued By Old Republic National 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, 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: **Pacific Northwest Title of Kitsap**

By:

Authorized Signatory **Chris Rieland, President/CEO**

ORT Form 4690-WA 8-1-16
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

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.
- (f) 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.

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.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.

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.



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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

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.
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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 .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • 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 <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

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.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	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 Co.	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 Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



ORDER NO. **1-508356**

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Portion of Grow Community II (33/248)
(Section 27, Township 25 North, Range 2 East W.M.)

