



# VISTA

## TITLE & ESCROW

This preliminary title commitment is being issued by locally-owned and operated Vista Title & Escrow – a title agency underwritten by the following companies:

First American Title Company  
Stewart Title  
Westcor

Your preliminary title commitment will be issued by one of the above underwriters. Please write ***Vista Title & Escrow*** on your Purchase & Sales Agreement and let us know if you have a preferred underwriter.

Please contact your Account Manager or our office directly with questions.

Honored to be your partner in business,

Vista Title & Escrow  
[customerservice@vistatitle.com](mailto:customerservice@vistatitle.com)  
509.328.7171

|  |  |
|--|--|
|  <b>First American Title™</b> | ALTA Commitment for Title Insurance  |
| <b>Commitment</b>  | ISSUED BY:<br><br><b>Vista Title &amp; Escrow</b><br>As Issuing Agent for First American Insurance Company |

## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN 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.

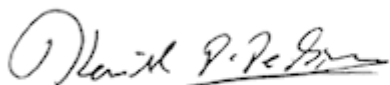
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Lisa W. Cornehl, Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## 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.

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

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (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.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

ALTA Commitment for Title Insurance

ISSUED BY:

**Schedule A**

**Vista Title & Escrow**

As Issuing Agent for First American Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent: Vista Title and Escrow, LLC

Issuing Office: 201 West North River Drive, Suite 205, Spokane, WA 99201

ALTA® Universal ID: 1167976

Loan ID No.:

Commitment No.: 23-31898-VTEE

Reference No.:

Property Address: 5008 East 2nd Avenue, Spokane Valley, WA 99212 and 228 South Carnahan Road, Spokane Valley, WA 99212

Issuing Office File No.: 23-31898-VTEE

Revision No.: Amended Report #1 - Amend Exp #17

**SCHEDULE A**

1. Commitment Date: 12/12/2023 at 8:00 AM

2. Policy to be issued:

| Rate Type: Short Term            | AMOUNT       | PREMIUM    | TAX      | TOTAL      |
|----------------------------------|--------------|------------|----------|------------|
| a. ALTA Owner's Policy (6-17-06) | \$630,000.00 | \$1,444.00 | \$129.96 | \$1,573.96 |

PROPOSED INSURED:

**City of Spokane Valley, a municipality**

3. The estate or interest in the land described or referred to in this Commitment is: Fee Simple  
Wheeler Investments & Development, LLC, a Washington Limited Liability Company

4. The Land is described as follows:

**FIRST AMERICAN TITLE INSURANCE COMPANY**

*Judie Mitchell*

By: \_\_\_\_\_

Authorized Signatory  
Judie Mitchell

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|  <b>First American Title™</b> | ALTA Commitment for Title Insurance  |
| <b>Schedule BI</b>   | ISSUED BY:<br><br><b>Vista Title &amp; Escrow</b><br>As Issuing Agent for First American Insurance Company |

Commitment No.: 23-31898-VTEE

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of any party note 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.

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| <b>Schedule BII</b>  | ISSUED BY:<br><br><b>Vista Title &amp; Escrow</b><br>As Issuing Agent for First American Insurance Company |

Commitment No.: 23-31898-VTEE

## SCHEDULE B, PART II

### Exceptions

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the record of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Record.
6. (A.) Unpatented mining claims; (B.) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C.) water rights, claims or title to water; whether or not the matters excepted under (A), (B) & (C) are shown in the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
9. Payment of Real Estate Excise Tax, if applicable:

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Beginning January 1, 2023, the state will switch to a graduated tax scale based on the selling price of the property (RCW.45.060):

\$525,000.00 and less: 1.1% (plus local rate of .25% or .50%)

Greater than \$525,000.00 and less than or equal to \$1,525,000.00: 1.28% (plus local rate .25% or .50%)

Greater than \$1,525,000.00 and less than or equal to \$3,025,000.00: 2.75% (plus local rate .25% or .50%)

Greater than \$3,025,000.00: 3% (plus local rate .25% or .50%).

10. NOTE: General taxes for the year 2023 have been paid in full:

In the Amount Of: \$1,645.10

Tax Account No.: 35232.1503 in the [official records](#)

Levy Code: 0140

Land: \$44,000.00

Improvements: \$88,000.00

11. NOTE: General taxes for the year 2023 have been paid in full:

In the Amount Of: \$3,195.58

Tax Account No.: 35232.1509 in the [official records](#)

Levy Code: 0140

Land: \$200,000.00

Improvements: \$0.00

12. Liens and Assessments of Carnhope Irrigation District #7.

13. Liens and Assessments of City of Spokane Valley.

14. Deed of Trust and the terms and conditions thereof:

Grantor: Wheeler Investments & Development LLC

Trustee: First American Title Insurance Company

Beneficiary: H A Tombari, LLC

Amount: \$250,000.00

Dated: March 28, 2022

Recorded: April 1, 2022

Recording No.: 7194953 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

15. The attached Commercial Title Affidavit must be completed in full, notarized, and submitted to the company for review prior to closing.

16. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

17. According to the agreement for Wheeler Investments & Development LLC the following parties may sign the forthcoming transaction:

Marvin L. Wheeler, as sole member

The company will require a copy of any amendments to the above agreement.

18. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the

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face of the Plat of Sprague Street Addition in the [official records](#) as recorded in Volume "B" of Plats, Page(s) 82, and any amendments thereto.

19. Easement and the terms and conditions thereof:  
Grantee: The Washington Water Power Company  
Purpose: Right of Way  
Recorded: February 21, 1946  
Recording No.: 685777a in the [official records](#)  
Affects Lot 9 & 10
20. Easement and the terms and conditions thereof:  
Grantee: The Washington Water Power Company  
Purpose: Right of Way  
Recorded: February 21, 1946  
Recording No.: 685781a in the [official records](#)  
Affects L 11 & 12
21. Easement and the terms and conditions thereof:  
Grantee: The Washington Water Power Company  
Purpose: Right of Way  
Recorded: February 21, 1946  
Recording No.: 685792a in the [official records](#)  
Affects L 1 & 2
22. Easement and the terms and conditions thereof:  
Grantee: The Washington Water Power Company  
Purpose: Right of Way  
Recorded: February 21, 1946  
Recording No.: 685791a in the [official records](#)  
Affects L 3 & 4

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| <b>Informational Notes</b>   | ISSUED BY:<br><br><b>Vista Title &amp; Escrow</b><br>As Issuing Agent for First American Insurance Company |

Commitment No.: 23-31898-VTEE

### INFORMATIONAL NOTES

1. 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 recorded or additional fees being charged, subject to the Auditor's discretion.
2. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the Land and Vista Title expressly disclaims any liability which may result from reliance upon it.
3. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Parcel A: Ptn L 5 B 15 Sprague Street Addition Parcel B: L 1-4 & L 9-12 B 15 Sprague Street Addition

4. Recording fees charged by the county will be billed as follows: Deeds of Trust are \$204.50 for the first page and \$1.00 for each page thereafter. Deeds are \$203.50 for the first page and \$1.00 for each page thereafter.
5. THIS PROPERTY MAY BE SUBJECT TO A CHARGE BY SPOKANE COUNTY FOR SEWER CONSTRUCTION, REFERRED TO AS A CAPITAL FACILITIES RATE (CFR). THIS CHARGE IS IN ADDITION TO THE MONTHLY CHARGE FOR SEWER SERVICES. PLEASE CONTACT THE DIVISION OF UTILITIES BILLING SECTION FOR INFORMATION (509) 477-3604.
6. In the last 24 months the following documents that affect title to the herein described property have been recorded:  
  
Statutory Warranty Deed recorded April 1, 2022 under recording number 7194952 in the [official records](#) .  
Affects L 1-4 & 9-12 B 15
7. In the last 24 months the following documents that affect title to the herein described property have been recorded:  
  
Statutory Warranty Deed recorded October 21, 2022 under recording number 7248348 in the [official records](#) .  
Affect the North 97.5 feet of L 5 B 15

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|  | ISSUED BY:<br><br><b>Vista Title &amp; Escrow</b><br>As Issuing Agent for First American Insurance Company |
| <b>Exhibit A</b>   |  |

Commitment No.: 23-31898-VTEE

The Land referred to herein below is situated in the County of Spokane, State of Washington, and is described as follows:

Parcel A:

The North 97.5 feet of Lot 5, Block 15, Sprague Street Addition, according to plat recorded in Volume "B" of Plats, page 82;

Situate in the City of Spokane Valley, County of Spokane, State of Washington.  
(35232.1503)

Parcel B:

Lots 1, 2, 3, 4, 9, 10, 11 and 12, Block 15, Sprague Street Addition, according to plat recorded in Volume "B" of Plats, page 82;

Situate in the City of Spokane Valley, County of Spokane, State of Washington.

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## Privacy Notice

**Notice Last Updated:** December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California residents under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

**STEWART INFORMATION SERVICES CORPORATION  
GRAMM-LEACH BLILEY PRIVACY NOTICE**

**Updated: August 24, 2023**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

**Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

**Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

**Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an “opt out” request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under “Contact Information” in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

**How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

**Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice (“CCPA Notice”)**. This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

**A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

**B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

**C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

**D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

**E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

**F. Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Internet or other similar network activity  
Category F: Non-public education information

### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

#### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

The categories of personal information Stewart collected about you.  
The categories of sources for the personal information Stewart collected about you.  
Stewart's business or commercial purpose for collecting that personal information.  
The categories of third parties with whom Stewart shares that personal information.  
The specific pieces of personal information Stewart collected about you (also called a data portability request).  
If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

**iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or
2. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

**Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

**Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

**Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

**Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

**Link to Privacy Notice**

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

**Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



201 W North River Dr. Suite 205  
Spokane, WA 99201  
(509) 328-7171 Phone  
(509) 329-0202 Fax

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Date: December 20, 2023  
Order No.: 23-31898-VTEE

### **AFFILIATED BUSINESS ARRANGEMENT NOTICE AND DISCLOSURE STATEMENT**

This is to notify you that certain real estate brokers, agents, builders, and developers have an indirect ownership interest in Vista Title and Escrow, LLC/Stevens County Title & Escrow. Because of these relationships, if you choose to use Vista Title and Escrow, LLC/Stevens County Title & Escrow for title insurance or settlement services, the referral of you to Vista Title and Escrow, LLC/Stevens County Title & Escrow may confer a financial or other benefit upon the affiliated broker, agent, builder, or developer that recommended Vista Title and Escrow, LLC/Stevens County Title & Escrow.

**You are not required to use Vista Title and Escrow, LLC/Stevens County Title & Escrow as a condition of your purchase, sale, finance, or refinance, of your real estate. There are other title and settlement service providers available with similar services.**

We value your business partnership. At Vista Title and Escrow/Stevens County Title & Escrow we provide an unparalleled customer experience. Really. Please contact us if you have any questions. Our office phone number is 509.328.7171. We are open Monday through Friday, 8:00 a.m. to 5:00 p.m.