WESTCOR
LAND TITLE INSURANCE COMPANY

GUARANTEE NO.
LG-1-A12927-18692123

**WESTCOR LAND TITLE INSURANCE COMPANY**

# LITIGATION GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, WESTCOR LAND TITLE INSURANCE COMPANY, A SOUTH CAROLINA CORPORATION, herein called the Company,

Guarantees the Assured named herein against loss, not exceeding the liability amount stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to public records, on the date stated on Schedule A,

1. The title to the herein described estate or Interest was vested in the vestee named, subject to the matters shown as Exceptions on Schedule B, which exceptions are not necessarily shown in the order of their priority;

2. The necessary parties defendant, in an action of the type shown in Schedule A herein, are as herein stated.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Issued By:

**A12927 * 26-26119/ITEM11**
**Guardian Northwest Title and Escrow**
**1301 B Riverside Drive**
**Mount Vernon, WA 98273**

**WESTCOR LAND TITLE INSURANCE COMPANY**

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL SOUTH CAROLINA 1993

By: Steven D. Black - President

Attest: Donald A. Berube - Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

### 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)(C) 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)(C) 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. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

(a) Taxes or assessments which are not shown as existing by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.

(c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

### 3. PROSECUTION OF ACTIONS

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

## 4. NOTICE OF LOSS-LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action with the time herein before specified, shall be a conclusive bar against maintenance by the assured of any action under this Guarantee.

## 5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

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 or this Guarantee, or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. 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 and the mortgage securing the same to the Company upon payment of the purchase price.

## 6. LIMITATION OF LIABILITY-PAYMENT OF LOSS

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.

(b) The company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

## 7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it 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 such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

## 8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

## 9. 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: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751. Telephone (866) 629-5842.

## 10. FEE

The fee specified on Schedule A of this Guarantee is the total fee for title search and examination and for this Guarantee.

**WESTCOR LAND**
TITLE INSURANCE COMPANY

LITIGATION
GUARANTEE

**HOME OFFICE**
875 Concourse Parkway
South, Suite 200, Maitland, FL
32751
Telephone: (866) 629-5842

# SCHEDULE A

State: WA
County: Island

| Agent Number | File Number | Litigation Guarantee Number | Liability Amount | Fee Amount |
|---|---|---|---|---|
| A12927 | 26-26119/ITEM11 / S7575-00-04004-0/331082 | LG-1-A12927-18692123 | $100,000.00 | 576.00 |

1. Name of Assured:
   ISLAND COUNTY TREASURER

2. Date of Guarantee:
   May 8, 2026

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:
   Foreclose delinquent taxes

4. The estate or interest in the Land which is covered by this Guarantee is:
   fee simple

5. Title to the estate of interest in the Land is vested in:
   Kecia Mann, as her separate estate

6. The Land referred to in this Guarantee is described as follows:
   536 Ocean View Dr, in the City of Oak Harbor, County of Island, and State of Washington
   and is described as set forth in Exhibit A attached hereto and made part hereof.

Issued By:

Marci Baker

By: _____
Authorized Signatory

| Agent #: A12927 | Order #: 26-26119/ITEM11 / S7575-00-04004-0/331082 | Title Guarantee Number: LG-1-A12927-18692123 |
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# SCHEDULE B

## EXCEPTIONS

Defects, liens, encumbrances or other matters affecting title (copies of which are attached if available in the public records) as follows:

1. Terms and conditions of Articles of Incorporation and Bylaws of Northgate Terrace Community Club, including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 251266 , 98010007 , 4074346 and 4167536 which appear to replace Auditor's File Nos. 397286 , 390183 , 93023195 , 94019614 ,

2. Terms and conditions of Notice of Determination of Invalidity executed by Northgate Terrace Community Club, a Washington nonprofit corporation, recorded on December 9, 2025 as Auditor's File No. 4594397 . See document for particulars.

3. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Plat of Northgate Terrace, Division No. 1 recorded on June 15, 1970 as Auditor's File No. 231687 .

4. Protective covenants, easements and/or assessments, but omitting restrictions, if any, based on race, color, religion or national origin, recorded September 9, 2003 as Auditor's File No. 4074345 .

   Said covenants purport to replace those certain covenants recorded under Auditor's File Nos. 231687 , 245482 , 261472 , 305500 and 390183 .

   Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

5. Easement affecting a portion of subject property for utility lines and related facilities and provisions therein, granted to Puget Sound Energy and/or its predecessors, recorded on May 1, 1959, as Auditor's File No. 121415 . Affects: Plat.

6. Reservations, provisions and/or exceptions contained in instrument, recorded June 1, 1967 as Auditor's File No. 197650 .

   As Follows: Seller reserve rights to all oils, gases, coal, fossils, metals and minerals of every name and nature.

   Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

   Said instrument was a correction of that certain instrument recorded December 5, 1966 under Auditor's File No. 190925 .

7. Agreement, affecting subject property, regarding improved drainage system and the terms and provisions thereof between Island County and Northgate Terrace Community Association, recorded on April 13, 1987 as Auditor's File No. 87004754 . Affects: Plat

8. Delinquent general taxes, plus interest & penalties:

   Year: 2022
   Amount Billed: $288.86
   Amount Paid: $24.67
   Amount Due: Contact County Treasurer's Office
   Tax Account No.: S7575-00-04004-0/331082

   - Delinquent general taxes, plus interest & penalties:

     Year: 2023
     Amount Billed: $1,358.73
     Amount Paid: $0.00
     Amount Due: Contact County Treasurer's Office
     Tax Account No.: S7575-00-04004-0/331082

   Delinquent general taxes, plus interest & penalties:

   Year: 2024
   Amount Billed: $24.67
   Amount Paid: $0.00
   Amount Due: Contact County Treasurer's Office
   Tax Account No.: S7575-00-04004-0/331082

   Delinquent general taxes, plus interest & penalties:

   Year: 2025
   Amount Billed: $30.17
   Amount Paid: $0.00
   Amount Due: Contact County Treasurer's Office
   Tax Account No.: S7575-00-04004-0/331082

   Delinquent general taxes, plus interest & penalties:

   Year: 2026
   Amount Billed: $24.67
   Amount Paid: $0.00
   Amount Due: Contact County Treasurer's Office
   Tax Account No.: S7575-00-04004-0/331082

9. **Said taxes as billed for the current year reflect an exemption as allowed under Chapter 84.36 R.C.W. Any sale of said premises during the calendar year may result in a claim by the Treasurer for a larger tax payment, by the purchaser, than the foregoing amount indicates due and payable, and would be based upon a full assessment of the premises without reduction for the exemption. No liability is assumed hereunder for such increase in tax amount and the forthcoming policy will not insure against such increase in taxes, incurred by reason of said sale.**

10. Any tax, fee, assessments or charges as may be levied by Northgate Terrace Community Club.

11. Claim of lien, including the terms and provisions thereof in the amount of $3,670.30, plus interest and any other amounts due, Northgate Terrace Community Club against Kecia Mann, recorded April 21, 2026 as Auditor's File No. 4599663 .

12. **The records of title to subject premises discloses no Manufactured Home Title Elimination Application for any mobile home which may be situated upon the premises. In the absence of such a recorded application, a mobile or manufactured home is personal property, not real property.**

    **Title to and location of any manufactured home, mobile home, house trailer, or other moveable dwelling, which may be located on the subject premises is excepted from the coverage afforded by this guarantee.**

| Agent #: A12927 | Order #: 26-26119/ITEM11 / S7575-00-04004-0/331082 | Title Guarantee Number: LG-1-A12927-18692123 |
|---|---|---|

# SCHEDULE C

1. Abbreviated Legal: Lot 4, Block 4, Northgate Terrace, Div. 1
Tax Account No.: S7575-00-04004-0/331082

2. As a courtesy, necessary parties (those having claim or interest by reason of ownership of fee title and matters shown in Special Exceptions), to be made defendants in a court action, are as follows:

1. Kecia Mann
536 Ocean View Dr.
Oak Harbor, WA 98277

2. Unknown Tenants if any
536 Ocean View Dr.
Oak Harbor, WA 98277

3. Northgate Terrace Community Club c/o Laurel Law Group, PLLC
Attn: Amy E. Meharry
5608 17th Avenue NW, Suite 1964
Seattle, WA 98107

3. Unless the property described in this report is located in King, Pierce or Spokane Counties no search of the records of the United States Bankruptcy Court has been made.

# EXHIBIT A

## Property Description

Lot 4, Block 4, PLAT OF NORTHGATE TERRACE DIVISION 1, according to the plat thereof recorded in Volume 11 of Plats, page 23, records of Island County, Washington

Situate in the County of Island, State of Washington