

Title Advisor Engagement Agreement

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Thank you for asking me to assist you. I will do my best to ensure you understand the title issues related to the real property, including a thorough understanding of the title report and my advice regarding the boundaries.

This Engagement Agreement is between _____ [“you” and “your”] and Dwight Bickel [“I” and “me”]. Just like all other relationships, communication is the important foundation so you and I can avoid misunderstandings. I offer to represent you as your lawyer for real estate title advice related to a residential real estate transaction. My TitleAdvisor.com website describes my typical appointment and what you may expect. That is attached under the heading Real Estate Legal Advice Regarding Residential Real Property. The most important part of this Engagement Agreement is to explain that I limit the services that I will provide as your lawyer and I may not be willing to assist you or represent you for other matters.

I intend to represent you for real estate title advice based upon a fixed fee, including all my time to review documents in preparation, my time to retrieve public records information about the property, my time to inspect the property, my time during our meeting, and possibly my time for subsequent telephone conversations or email messages with you or with your real estate broker, escrow agent, title company or lender. If it takes us two hours more than usual to discuss the title issues, that is without cost to you. Later as you reflect upon our meeting, if you have a question about the title report or what I advised you about the boundaries, I want you to ask me to explain.

I will act on your behalf at all times to the best of my ability. My legal advice will be based upon my knowledge of the facts about the title provided by the title report and observed during my inspection, without any duty for me to independently search the title records, and without any duty for me to perform survey services. You agree that I will be entitled to rely upon information provided by your real estate broker, provided by the escrow agent, provided by the title company, or by the Seller Disclosure Statement, without any duty for me to investigate whether that information is true.

In most instances, we will not have a survey and will not locate surveyor monuments. Therefore I will not know where the legal boundaries are according to the deed legal description. My opinions about your boundaries and the possible rights of neighbors will be based upon my best professional judgment and the current state of the law, but cannot be a guarantee of any specific outcome in a later dispute with your neighbor or an easement user.

We will discuss how you want to hold title, and how that fits into your estate planning. However, for my limited role, I will not ask about other personal information and you agree that I am not responsible to determine how this property purchase affects other aspects of your life. If there are multiple purchasers, I will only represent you and will inform other purchasers that I cannot also represent them.

This Engagement Agreement requests you to agree to accept my limited representation. You should understand that Dwight Bickel will not be responsible to advise you regarding your duties or your rights of any agreement you previously accepted. Dwight will not be responsible to negotiate on your behalf for any future contracts with any other person, other than the title insurance policy for this transaction.

After you and I have completed discussing the title report, the results of the property inspection and the title insurance, you should not expect me thereafter to represent you as your lawyer in this transaction. For example, if you have questions about the real estate transaction that are not related to the ownership, liens, and burdens on the title, then the prior fixed fee does not include my time for other legal advice or services. If you request my assistance to prepare documents related to the transaction, I may be able to do that for you, but if I do, I will propose a fee in advance or we will agree that you will pay based upon my hourly rate of \$150 per hour.

Dwight is not expected to investigate or act as your lawyer in a dispute you might have with other parties in this particular transaction, including:

- other real estate professionals or their agents,
- title insurance company, its officers, its employees, or its agents,
- escrow agent or escrow officer,
- other purchasers,
- other sellers,
- lender or loan officer.

Dwight Bickel does not have expertise or experience to act as a lawyer for other types of law other than the expertise that is disclosed in Dwight's Curriculum Vitae 2021 published and available for download. You need to agree that you will consult with other lawyers to represent any other future need for legal advice.

It is important for a lawyer to inform you regarding any conflicting duties due to prior representation of other clients. You are responsible to review Dwight's Curriculum Vitae 2021 published and available for download to be aware about the title companies who have been Dwight's clients for 37 years. Dwight's conflict with those companies does not limit his ability to represent you to negotiate with the title company for the title insurance policy. However, you need to accept that Dwight will not be able to act as your lawyer in litigation against a title company. Dwight will inform you regarding any other conflicts that affect the other parties and the other real estate professionals who may be working with you for the particular real property transaction.

Occasionally I anticipate that you might want to request my assistance after the closing related to boundaries, a change to how you are vested, or perhaps you might need an easement maintenance agreement with a neighbor. For such further requested services, I will either propose a fixed fee in advance, or request your agreement to pay based upon my hourly rate of \$150 per hour.

In the event you request for me to provide further legal services for you based upon an hourly rate, I will send a statement of services upon completion, or monthly, showing a narrative to explain my services, time and any costs. You agree that you will pay that statement in full within 30 days. If you ever have questions regarding any time or other entry you see, please call me immediately.

Pursuant to this Engagement Agreement, you must agree that this is sufficient notice to you that after the closing of this transaction, Dwight Bickel will not be your lawyer, unless you and Dwight agree upon further attorney-client relationship. Dwight will not be expected to file a notice of appearance in any legal proceeding against you. Dwight will not be expected to represent you in any dispute with any other person. Dwight will not be responsible to assist you to find a lawyer to represent you in any way.

Dwight is obligated to keep your statements to him as confidential pursuant to attorney-client confidentiality ethical responsibilities. All communications you send after the Engagement Agreement will be considered within client confidentiality. After the particular transaction, Dwight is not representing you as a lawyer. Communications that you send to Dwight after that particular transaction may not be considered subject to attorney-client confidentiality.

You should understand there are limitations upon attorney-client confidentiality. Documents and written communications from you can be required to be disclosed in a legal proceeding. You need to agree that Dwight is entitled to comply with all legally required disclosures pursuant to court rules and all laws, unless you obtain court orders that require Dwight not to disclose your documents and communications between Dwight and you.

In the event you ask me to represent you in future matters, this letter will serve as our agreement on such matters, unless a new, written agreement expressly changing the terms of our arrangement is signed by both of us. A copy of this agreement is attached for your records. Once you have signed this Agreement, please return the signature page only to me through the mail or by email.

I thank you again for this opportunity to be of service to you. I truly hope you enjoy working with me.

Very truly yours,

Signatures of Clients to Confirm Agreement:

Date: _____, 2021

Dwight Alan Bickel

Real Estate Legal Advice Regarding Residential Real Property

- You can receive legal advice regarding the real property title and get answers to your questions during an inexpensive consultation with Dwight Bickel. The fee for that consultation will be agreed upon in advance. Dwight Bickel does not charge for travel expenses, nor other unexpected fees.
- A typical and recommended appointment will occur after a title report has been delivered by the title company, preferably provided to Dwight Bickel before the appointment, then you and Mr. Bickel will meet at the land to inspect the land itself, concluding with time to discuss the recorded title matters, possible unrecorded title matters, and to answer your questions.
- Mr. Bickel typically will not prepare Purchase and Sale Agreements, nor other documents related to the closing of the transaction. Typical clients will rely upon the real estate brokers for standard form Purchase and Sale Agreements, will rely upon title companies for searching public records, and will rely upon escrow agents for the escrow closing, including a licensed Limited Practice Officer employed at the escrow company for preparation of the typical documents for a real estate transaction.
- Occasionally, Mr. Bickel will be available to prepare documents for a seller to cure title problems, or Easement or Maintenance Agreements to assist the parties to a pending transaction, subject to agreement upon a reasonable fee.
- Dwight Bickel will act as your real property lawyer for the services described here and upon the Engagement Agreement. Dwight will limit his discussions and his representation of you to these matters. If he perceives you should engage another lawyer for other matters, or that you should seek the advice of other professionals, he will assist you to find those services.
- Dwight Bickel will seek information from you about what you intend to do upon the real property. You should know whether easements, covenants, restrictions and agreements might prevent the type of future improvements or the particular type of use of the real property that you intend.
- Dwight Bickel will seek information from you about how you want to hold legal title. You should know consequences resulting from different types of estates and resulting from co-ownership with other people.
- Dwight Bickel will seek information from you about how the value of this real property is treated by your future estate planning. You might prefer an alternative way to hold title.
- Dwight Bickel will explain the title matters disclosed by the title report and the protections provided by title insurance policies. Often there is more title coverage available upon request to insure you are allowed to use the property as you intend.
- Dwight Bickel will explain how the covenants and easements will give other people the right to limit your use of your land, will give other people the right to use part of your land, and could require you to pay maintenance expenses to your neighbors or dues to a homeowner's association.
- Dwight Bickel will offer to inspect the property, hopefully with you, then talk with you about real property issues disclosed by the title report or disclosed by inspection of the property. You should know about apparent rights of neighbors to use your land.
- Dwight Bickel will give you experienced legal advice about possible adverse possession rights that your neighbors may have to claim ownership of a portion of the land inside the boundaries according to your deed legal description. You should understand about the unpredictable legal consequences of boundary disputes.
- Dwight Bickel will give you experienced legal advice regarding whether your neighbor may legally start a legal action to require you to move a boundary improvement onto your side of the boundary line according to the recorded deed description.
- Dwight Bickel will give you advice whether you should pay for a survey. You should understand the limited value of a survey that would reveal boundary improvements that encroach over the boundary with neighbors or over areas burdened by easements. You should be able to have an informed opinion about risks of boundary disputes. You should be able to have an informed opinion whether to hire a surveyor.
- Dwight Bickel will explain that the typical title insurance policies do not provide full coverage against loss due to encroachments, matters that are visible from inspection, or matters that a survey would disclose. Some title insurance coverage can be obtained to provide limited coverage against expenses in the event a neighbor forces you to move boundary improvements. You should know about risks that are not protected by title insurance before you make an offer to buy real property.