



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-998330-WA1

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 EXTRACTIONAL 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

Dennis J. Gilmore
President

Jeffrey S. Robinson
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.

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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; and
- (f) Schedule B, Part II—Exceptions.

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.

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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.

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

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-998330-WA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office's ALTA® Registry ID:
Commitment No.: NCS-998330-WA1
Property Address: Multiple Parcels, , WA
Revision No.:

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104
Reference No.: Multiple Parcels
Issuing Office File No.: NCS-998330-WA1
Escrow Officer Name:
Escrow Officer Number:
Escrow Officer Email:
Escrow Assistant Name:
Escrow Assistant Number:
Escrow Assistant Email:
Title Officer Name: Lavonne Bowman
Title Officer Number: (206)615-3269
Title Officer Email: lavbowman@firstam.com

SCHEDULE A

1. Commitment Date: January 22, 2020 at 8:00 AM
2. Policy to be Issued:

	Amount	Premium	Tax
<input checked="" type="checkbox"/> 2006 ALTA® Standard Owner's Policy	\$To follow	\$	\$

Proposed Insured: The City of Seattle, a municipal corporation of the State of Washington

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)
The Board of Regents of the University Of Washington, an agency of the State of Washington
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-998330-WA1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
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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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-998330-WA1

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 records 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 Records.
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) or (C) are shown by 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, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code:0010

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

- 1.10% of the selling price less than or equal to \$500,000.00
- 1.28% of the selling price from \$500,000.01 to \$1,500,000.00
- 2.75% of the selling price from \$1,500,000.01 to \$ 3,000,000.00
- 3.00% of the selling price over \$3,000,000.00

Local Excise Tax for the City of Seattle
.50% of the selling price

In additional to Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the King County Tax Rolls, as tax account no. 308500-2100-07, are exempt.

We note Special Charges for the year 2020 in the amount of \$18,754.11, of which \$0.00 has been paid. Balance due: \$18,754.11 (not yet certified).

(Affects Parcel I)

11. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the King County Tax Rolls, as tax account no. 713880-0025-04, are exempt.

We note Special Charges for the year 2020 in the amount of \$3,222.14, of which \$0.00 has been paid. Balance due: \$3,222.14 (not yet certified).

(Affects Parcel II)

12. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the King County Tax Rolls, as tax account no. 713830-0015-07, are exempt.

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We note Special Charges for the year 2020 in the amount of \$2,131.83, of which \$0.00 has been paid. Balance due: \$2,131.83.

(Affects Parcel III)

13. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

14. Right to make necessary slopes for cuts or fills upon said premises for 26th Avenue South entered December 11, 1957 under Ordinance no. [86696](#).

(Affects Parcel I)

15. Right to make necessary slopes for cuts or fills upon said premises for 27th Avenue South approved May 1, 1962 under Ordinance no. [91132](#).

(Affects Parcels I and II)

16. Easement, including terms and provisions contained therein:

Date Approved: May 1, 1962
 Ordinance No.: [91132](#)
 In Favor of: City of Seattle
 For: Utilities
 Affects: Parcels I and II

17. Side sewer easement, including terms and provisions contained therein:

Location: Along the line as constructed
 Width: 6 feet
 Recording No.: [5644400](#)

(Affects Parcel I)

18. The terms and provisions contained in the document entitled "Agreement for Permit of Side Sewer Connection" recorded September 30, 1963 as [5644401](#) of Official Records.

(Affects Parcel I)

19. The terms and provisions contained in the document entitled "Memorandum of Drainage Control Plan" recorded August 10, [1983](#) as [8308100859](#) of Official Records.

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(Affects Parcels I and II)

20. The terms and provisions contained in the document entitled "Public Place Indemnity Agreement" recorded June 17, 1992 as [9206171145](#) of Official Records.

(Affects Parcel III)

21. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Lot Boundary Adjustment No. 2400996 recorded March 31, 2004 as [20040331900021](#), in King County, Washington.

(Affects Parcel I)

22. Easement, including terms and provisions contained therein:

Recording Date: March 31, 2005
 Recording Information: [20050331002460](#)
 In Favor of: Central Puget Sound Regional Transit Authority
 For: Guideway
 Affects: Parcel III

23. Easement, including terms and provisions contained therein:

Recording Date: March 31, 2005
 Recording Information: [20050331002462](#)
 In Favor of: Central Puget Sound Regional Transit Authority
 For: Guideway
 Affects: Parcel I

24. Easement, including terms and provisions contained therein:

Recording Date: March 31, 2005
 Recording Information: [20050331002463](#)
 In Favor of: Central Puget Sound Regional Transit Authority
 For: Access for maintenance, inspection, construction, operation, repaid or reconstruction of the Project
 Affects: Parcel I

25. Covenant to bear shares in the cost of construction or repair of access easement. Easement for which was granted over adjacent property by instruments recorded under Recording No. [20091210000419](#).

(Affects Parcels I and II)

26. Covenants, conditions, restrictions and/or easements:

Recorded: September 1, 2011
 Recording No.: [20110901000445](#)

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Said instrument is a rerecording of that deed recorded under Recording No. [20050331002461](#).

(Affects Parcels I and II)

27. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.

28. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
29. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.

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INFORMATION NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. 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 First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standard requirements. The full text of the description must appear in the document (s) to be insured.

Pcl A, LBA No. 2400996, Rec. [20040331900021](#)
 Lots 3-6, Block 1, Rainier Valley Add. [Vol. 12 Pg. 97](#)


APN: 308500-2100-07 and 713830-0015-07 and 713880-0025-04

- D. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

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 <p>Exhibit A</p>	<p>ISSUED BY First American Title Insurance Company</p> <p>File No: NCS-998330-WA1</p>
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The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

PARCEL I:

PARCEL A OF LOT BOUNDARY ADJUSTMENT NO. 2400996, RECORDED UNDER RECORDING NO. [20040331900021](#), IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY BY DEED RECORDED UNDER RECORDING NO. [20110901000445](#), BEING A RERECORDING OF [20050331002461](#).

PARCEL II:

LOTS 3 THROUGH 14 IN BLOCK 6 OF RAINIER VALLEY SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO PLAT RECORDED IN [VOLUME 13 OF PLATS AT PAGE\(S\) 77](#), IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 30 FEET OF LOTS 3 THROUGH 8 CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 83253 FOR STREET PURPOSES, AS PROVIDED FOR BY CITY OF SEATTLE ORDINANCE NO. [25148](#);

TOGETHER WITH THAT PORTION OF VACATED EAST AND WEST ALLEY ADJOINING OF ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, AS PROVIDED FOR CITY OF SEATTLE ORDINANCE NO. [82793](#);

AND TOGETHER WITH THAT PORTION OF VACATED 27TH AVENUE SOUTH ADJOINING OF ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO CITY OF SEATTLE ORDINANCE NO. [91132](#), LYING SOUTHERLY OF THE SOUTH MARGIN OF SOUTH STEVENS STREET AND NORTHERLY OF THE NORTH MARGIN OF SOUTH WINTHROP STREET AS ESTABLISHED IN KING COUNTY SUPERIOR COURT CAUSE NO. 83253, AS PROVIDED FOR BY CITY OF SEATTLE ORDINANCE NO. [25148](#);

AND EXCEPT THAT PORTION CONVEYED TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY BY DEED RECORDED UNDER RECORDING NO. [20110901000445](#), BEING A RERECORDING OF [20050331002461](#).

PARCEL III:

LOTS 3 THROUGH 6, BLOCK 1 OF RAINIER VALLEY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN [VOLUME 12 OF PLATS, PAGE 97](#), IN KING COUNTY, WASHINGTON.

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