

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



Commitment Number:

193789-TC
Update 7th Commitment

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, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent
Sara Bennett

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CHICAGO TITLE COMPANY OF WASHINGTON

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Rob Hainey Chicago Title Company of Washington 1142 Broadway, Suite 200 Tacoma, WA 98402 Phone: 253-278-0598 Fax: 866-671-3908 Main Phone: (253)671-6623 Email: Rob.Hainey@ctt.com	Escrow Officer: Kimberly Weibel Chicago Title Insurance Company 6700 College Blvd Overland Park, KS 66211 Main Phone: (913)451-1026 Main Fax: (913)649-2079 Email: kimberly.weibel@ctt.com Escrow No.: 192144-RC

Order Number: 193789-TC

SCHEDULE A

1. Commitment Date: July 27, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006 - Standard / Short Term

Proposed Insured:	Northpoint Development, LLC, a Missouri limited liability company		
Proposed Policy Amount:	\$100,000.00		
Premium:	\$	490.00	
Tax:	\$	49.98	
Total:	\$	539.98	
 - (b) ALTA Loan Policy 2006 - Extended / Simultaneous

Proposed Insured:	Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser		
Proposed Policy Amount:	\$100,000.00		
Premium:	\$	465.00	
Tax:	\$	47.43	
Total:	\$	512.43	

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:](#)

Albatross Estates LLC, a Washington limited liability company
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

ALL THAT PORTION OF TRACT Y-1, CITY OF DUPONT BOUNDARY LINE ADJUSTMENT NUMBER BLA 07-03 RECORDED OCTOBER 31, 2007 UNDER PIERCE COUNTY [RECORDING NUMBER 200710315001](#) LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY ANGLE POINT OF TRACT B OF THE PLAT OF THE OAKS, RECORDED UNDER PIERCE COUNTY RECORDING NUMBER 200509165004, SAID POINT BEING COMMON WITH THE SOUTH-MOST ANGLE POINT OF SAID TRACT Y-1;

THENCE NORTH 82°31'15" WEST, ALONG THE SOUTH LINE OF SAID TRACT Y-1, A DISTANCE OF 899.59 FEET TO THE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

THENCE NORTH 07°28'45" EAST 11.00 FEET TO THE NORTH LINE OF SAID TRACT Y-1 AND THE TERMINUS OF THIS LINE DESCRIPTION;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF DUPONT FOR ROAD PURPOSES BY DEED RECORDED OCTOBER 31, 2007 UNDER [RECORDING NUMBER 200710310594](#);

ALSO EXCEPT THAT PORTION THEREOF DEFINED AS PARCEL TP, AN EXEMPT SEGREGATION OF PROPERTY, AS DEPICTED ON THAT RECORD OF SURVEY RECORDED NOVEMBER 1, 2007 UNDER [RECORDING NUMBER 200711015006](#).

SITUATE IN THE CITY OF DUPONT, COUNTY OF PIERCE, STATE OF WASHINGTON.

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**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.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Dupont.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax applicable to a sale prior to 1/1/2020, is 1.78%.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.5% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Albatross Estates LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Northpoint Development, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. **TO PROVIDE THE EXTENDED COVERAGE POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.**

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

10. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

END OF REQUIREMENTS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Tract Y-1, Boundary Line Adjustment Recording No, 200710315007
Tax Account No.: 0119272005

Note C: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

END OF NOTES**END OF SCHEDULE B, PART I**

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**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:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. 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.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company
 Purpose: construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right of way together with all necessary or convenient appurtenances
 Recording Date: April 19, 1990
[Recording No.:](#) [9004190543](#)
 Affects: portion of said premises and other property

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Dupont
 Purpose: landscaping
 Recording Date: May 21, 1992
[Recording No.:](#) [9205210946](#)
 Affects: portion of said premises and other property

3. Covenants, conditions, restrictions and assessments, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 24, 1992
[Recording No.:](#) [9208240297](#)

Modification(s) of said covenants, conditions and restrictions:

Recording Nos.: 9501100462, 9503150368, 9601090368, 9601260346, 9603120707, 9609110555, 9612240420, 9710170646, 9803170310, 9807070025, 9912200109, 200011080374, 200012060263, 200209180938, 200512050081, 200712210490, 200808150280, 201006070536, 201009301051, 201010060494, 201303260080

Modification of Access and Maintenance Easement:

Recording Date: March 24, 1993, March 18, 1996, September 25, 1998
[Recording No.:](#) [9303240467](#), 9603180106, 9809250623

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

Assignment of Declarant Rights under Declaration of Covenants, Conditions and Restrictions for Northwest Landing Commercial Property:

Recording Date: January 8, 2002

Recording No.: [200201080843](#)

Notice of Termination of Class "B" Control Period for Northwest Landing Commercial Property:

Recording Date: October 27, 2010

Recording No.: [201010270197](#)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company

Purpose: construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the right of way together with all necessary or convenient appurtenances

Recording Date: November 20, 1995

Recording No.: [9511200886](#)

Affects: portion of said premises and other property

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: install, repair and maintain landscaping, walkways, pedestrian access and all utilities including, but not limited to, water, sewer, meter boxes, telephone, gas, and electricity

Recording Date: January 9, 1996

Recording No.: [9601090362](#)

Affects: portion of said premises and other property

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Pierce

Purpose: construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes and other appurtenant sewer structures

Recording Date: September 9, 1999

Recording No.: [9909090470](#)

Affects: portion of said premises and other property

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 29, 1999
[Recording No.: 9910290750](#)

8. Matters contained in that certain document:

Entitled: Notice Regarding Historic District Designation and Declaration of Covenant
 Recording Date: January 12, 2001
[Recording No.: 200101120143](#)

Reference is hereby made to said document for full particulars.

Modification(s) of said notice:

Recording Date: June 12, 2006
[Recording No.: 200606120310](#)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pierce County
 Purpose: construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes, and other appurtenant sewer structures
 Recording Date: January 15, 2002
[Recording No.: 200201150274](#)
 Affects: portion of said premises and other property

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pierce County
 Purpose: construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes, and other appurtenant sewer structures
 Recording Date: December 13, 2004
[Recording No.: 200412130297](#)
 Affects: portion of said premises and other property

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Pierce County
 Purpose: construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes, and other appurtenant sewer structures
 Recording Date: April 4, 2005
Recording No.: [200504040337](#) and 200504040338
 Affects: portion of said premises and other property
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Puget Sound Energy, Inc.
 Purpose: construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and electricity and appurtenances
 Recording Date: May 13, 2005
Recording No.: [200505130713](#)
 Affects: portion of said premises and other property
13. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Dupont Boundary Line Adjustment No. BLA 05-04:
- Recording No: [200508245006](#)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Dupont
 Purpose: construction, improvement, maintenance and repair of underground utilities, including but not limited to, underground water and other appurtenant structures
 Recording Date: November 30, 2005
Recording No.: [200511300872](#)
 Affects: portion of said premises and other property
15. Any rights, interests, or claims which may exist or arise by reason of the following survey:
- Recording Date: January 27, 2006
Recording No.: [200601275001](#)

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

16. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Dupont Boundary Line Adjustment No. BLA 06-01:

[Recording No.: 200608225007](#)

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: irrigation lines and associated improvements and appurtenances
Recording Date: September 5, 2006
[Recording No.:](#) [200609050736](#)
Affects: portion of said premises and other property

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: storm drainage and associated improvements and appurtenances
Recording Date: September 5, 2006
[Recording No.:](#) [200609050737](#) and 200609050738
Affects: portion of said premises and other property

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: sanitary sewer system and associated improvements and appurtenances
Recording Date: September 5, 2006
[Recording No.:](#) [200609050739](#)
Affects: portion of said premises and other property

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: golf cart path and appurtenances
Recording Date: September 5, 2006
[Recording No.:](#) [200609050740](#)
Affects: portion of said premises and other property

21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: access and utilities and appurtenances
Recording Date: September 5, 2006
[Recording No.:](#) [200609050741](#) and 200609050742
Affects: portion of said premises and other property

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: water lines and associated improvements and appurtenances
Recording Date: September 5, 2006
[Recording No.:](#) [200609050743](#) and [200609050744](#)
Affects: portion of said premises and other property

23. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 1, 2006
[Recording No.:](#) [200611010855](#)

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Northwest Golf Association, Inc, and PNGA/WSGA Properties, Inc.
Purpose: temporary easement for ingress and egress
Recording Date: May 31, 2007
[Recording No.:](#) [200705311264](#)
Affects: portion of said premises and other property

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Dupont
Purpose: temporary construction easement and permanent access and utilities easement
Recording Date: August 1, 2007
[Recording No.:](#) [200708100582](#)
Affects: portion of said premises and other property

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pierce County
Purpose: construction, improvement, maintenance and repair of a sanitary sewer pipeline, manholes, and other appurtenant sewer structures
Recording Date: August 16, 2007
[Recording No.:](#) [200708160513](#)
Affects: portion of said premises and other property

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

27. Matters contained in that certain document:

Entitled: Agreement for Right of Way and Landscaping Maintenance for Dupont Public Works Golf Course Civic Facilities Project
Recording Date: October 31, 2007
[Recording No.: 200710310595](#)

Assignment and Assumption Agreement:

Recording Date: December 21, 2007
[Recording No.: 200712210497](#)

28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Dupont
Purpose: operating, maintaining, repairing, replacing, improving and using the irrigation, sanitary sewer, water and stormwater facilities, including underground utilities and other appurtenant structures
Recording Date: October 31, 2007
[Recording No.: 200710310596](#) and 200710310597
Affects: portion of said premises and other property

29. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Dupont
Purpose: temporary construction, improvement, maintenance and repair of storm drainage facilities, including underground utilities and other appurtenant structures
Recording Date: October 31, 2007
[Recording No.: 200710310596](#)
Affects: portion of said premises and other property

30. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Dupont Boundary Line Adjustment No. BLA 07-03:

[Recording No.: 200710315001](#)

31. Any rights, interests, or claims which may exist or arise by reason of the following survey:

Recording Date: November 1, 2007
[Recording No.: 200711015006](#)

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

32. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in the deed:

Grantor: Weyerhaeuser Timber Co., a Washington corporation
Recording Date: December 21, 2007
[Recording No.: 200712210488](#)

NOTE: No determination has been made as to the current ownership or other matters affecting said reservations.

33. Matters contained in that certain document:

Entitled: Declaration for the Dupont Business and Technology Park, a District of the Northwest Landing Commercial Property
Recording Date: December 21, 2007
[Recording No.: 200712210491](#)

Reference is hereby made to said document for full particulars.

34. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: temporary, nonexclusive easement for purposes of vehicular and pedestrian ingress to and egress and installation of utilities
Recording Date: December 21, 2007
[Recording No.: 200712210492](#)
Affects: portion of said premises and other properties

35. Matters contained in that certain document:

Entitled: Covenant for Sharing of Business Park Improvements
Recording Date: December 21, 2007
[Recording No.: 200712210493](#)

Reference is hereby made to said document for full particulars.

36. Matters contained in that certain document:

Entitled: Development Covenant
Recording Date: December 21, 2007
[Recording No.: 200712210495](#)

Reference is hereby made to said document for full particulars.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

37. Any rights, interests, or claims which may exist or arise by reason of the following survey:

Dated: May 26, 2007
Job No.: 129-044-005-0200
Performed by: ESM Consulting Engineers
Disclosed by: Statutory Warranty Deed
Recorded: December 21, 2007
[Recording No.: 200712210496](#)

38. Matters contained in that certain document:

Entitled: First Park Northwest Landing Development Agreement
Executed by: First Industrial Realty Trust Inc.
And: City of Dupont
Recording Date: February 2, 2010
[Recording No.: 201002020136](#)

Reference is hereby made to said document for full particulars.

39. Matters contained in that certain document:

Entitled: Amended and Restated Bylaws for Northwest Landing Commercial Owners Association
Recording Date: October 6, 2010
[Recording No.: 2010060495](#)

Reference is hereby made to said document for full particulars.

40. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2022
Tax Account No.: 0119272005
Levy Code: 055
Assessed Value-Land: \$3,928,100.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$26,434.17
Paid: \$13,217.08
Unpaid: \$13,217.09

41. Provisions contained in the articles of incorporation and bylaws of Northwest Landing Commercial Owners Association, including any liability to assessment lien.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

42. Intentionally Deleted
43. A deed of trust to secure an indebtedness in the amount shown below
- | | |
|------------------|-----------------------------|
| Amount: | \$9,750,000.00 |
| Dated: | December 23, 2019 |
| Trustor/Grantor: | Albatross Estates, LLC |
| Trustee: | UPF Washington Incorporated |
| Beneficiary: | Seattle Bank |
| Loan No.: | 70000503 |
| Recording Date: | December 31, 2019 |
| Recording No.: | 201912310743 |
44. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
45. The legal description on Schedule A herein comprises a Portion of a Tax Account number and will be further amended after the property is further subdivided in accordance with the local subdivision laws and ordinances.

END OF SCHEDULE B, PART II

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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.

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(continued)

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.

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how 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 that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization 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 nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

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Jacksonville, Florida 32204
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