

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

500097681

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:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com	

SCHEDULE A

1. Commitment Date: February 20, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		
Proposed Policy Amount:	\$100,000.00		
Premium:		\$	459.00
Tax:		\$	44.98
Rate:	Standard coverage		
Discount(s):	Resale rate		
Total:		\$	503.98
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 Directors of School District Number Sixteen of Snohomish County, State of Washington;
 School District No. 324 of Snohomish County, State of Washington;
 Arlington School District, Number 324;
 School District No. 16, Snohomish County, State of Washington;
 Arlington Consolidated School District No. 16 of Snohomish County, Washington, a municipal corporation;
 Arlington School District No. 16, a municipal corporation;
 Board of directors of School District Sixteen of Snohomish County, State of Washington;

As their interest may appear
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

For APN/Parcel ID(s): 310511-001-020-00

Parcel A:

The following portions of the Plat of Gifford's First Addition to Arlington, according to the Plat thereof recorded in Volume 2 of Plats, page 66, records of Snohomish County, Washington:

Lots 1 through 20 inclusive of Block 9, together with that portion of the alley in Block 9 lying between Lots 5 and 16 as vacated by City of Arlington Ordinance No. 533 recorded under Auditor's File No. 1920433, and together with the West half of vacated Lenore Avenue adjoining said Lots 11 through 20 as vacated by City of Arlington Ordinance Numbers 709 and 777 recorded under Auditor's File Nos. 7712190181 and 8104160200;

Lots 1 through 20 inclusive of Block 10, together with all of the alley in Block 10 as vacated by City of Arlington Ordinance Numbers 709 and 777 recorded under Auditor's File Nos. 7712190181 and 8104160200, and together with the East half of the vacated Lenore Avenue adjoining Lots 1 through 10 as vacated by City of Arlington Ordinance Numbers 709 and 777 recorded under Auditor's File Nos. 7712190181 and 8104160200, and together with the West half of vacated Gifford Avenue adjoining Lots 11 through 20 as vacated by City of Arlington Ordinance No. 512 recorded under Auditor's File No. 1812131;

Lots 1 through 16 inclusive of Block 11, together with that portion of the alley in Block 11 lying South of the North line of Lots 5 and 16 extended as vacated by City of Arlington Ordinance No. 709 recorded under Auditor's File No. 7712190181, and together with the East half of vacated Gifford Avenue adjoining Lots 1 through 10 as vacated by City of Arlington Ordinance No. 512 recorded under Auditor's File No. 1812131, and together with the West half of vacated Washington Avenue adjoining said Lots 11 through 16 as vacated by City of Arlington Ordinance No. 709 recorded under Auditor's File Nos. 7712190181;

Lots 1 through 10 inclusive of Block 12, and together with the East half of vacated Washington Avenue adjoining said Lots as vacated by City of Arlington Ordinance Numbers 709 and 727 recorded under Auditor's File Nos. 7712190181 and 7901150158;

Together with all that portion of the Southeast quarter of the Northeast quarter of Section 11, Township 31 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 10, Block 9 of Gifford's First Addition to Arlington, according to the Plat thereof recorded in Volume 2 of Plats, page 66, records of Snohomish County, Washington;
thence South along the East line of French Avenue 171 feet;
thence East 206 feet;
thence South 60 feet;
thence East 50 feet
thence South 450.5 feet, more or less, to the North line of Large Lot 1 of the Plat of Palmer's Addition to Arlington, according to the Plat thereof recorded in Volume 9 of Plats, page 26, records of Snohomish

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EXHIBIT "A"

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County, Washington;

thence Easterly along the North line of said Large Lot 1 and its extension Easterly to a point lying 13.32 chains (879.12 feet) West of the East line of said subdivision, as measured parallel with the North line of said subdivision;

thence Northerly parallel with the East line of said subdivision to a point lying 10.00 chains (660.00 feet) South of the North line of said subdivision, as measured parallel with the East line of said subdivision; thence Easterly, parallel with the North line of said subdivision for 6.66 chains (439.56 feet) to a point lying 6.66 chains West of the East line of said subdivision, as measured parallel with the North line of said subdivision;

thence Northerly parallel with the East line of said subdivision to the South line of the North half of said subdivision to the Southwest corner of that tract of land described in Quit Claim Deed recorded under Auditor's File No. 9001020121, records of Snohomish County, Washington;

thence North 42°11'46" West along the West line of said tract 247.91 feet to the West end of a fence line, and the Northwest corner of said tract;

thence South 89°08'16" East along said fence line for 580.26 feet, more or less, to the Northeast corner of said tract, said point lying on the West boundary of Stillaguamish Avenue as conveyed to the Town of Arlington by deed recorded under Auditor's File Nos. 1090950 and 1090951, records of Snohomish County, Washington;

thence Northerly along said West boundary of Stillaguamish Avenue to the Southeast corner of Lot 11, Block 12 of said Gifford's First Addition to Arlington;

thence Westerly along the Southerly boundary of said plat to the Point of Beginning.

Together with the following described tract:

Large Lot 1 of the Plat of Palmer's Addition to Arlington, according to the Plat thereof recorded in Volume 9 of plats, page 26, records of Snohomish County, Washington;

Except that portion, described as follows:

Beginning at the Northwest corner of said Large Lot 1;

thence South along the West line thereof 95 feet, more or less, to a point 10 feet North of the Southwest corner of said Lot 1;

thence Easterly, parallel with the South line of said Lot for 150 feet;

thence North, parallel with the West line of said Lot for 93 feet, more or less, to the North line of said Lot 1;

thence West along the North line of said Lot to the Point of Beginning.

Also together with the following described tract:

Beginning at the Northeast corner of said Southeast quarter of the Northeast quarter;

thence South 05°18'33" West 40 rods (660.00 feet) along the East line of said Southeast quarter of the Northeast quarter;

thence North 87°42'47" West 6066 chains (439.56 feet), parallel with the North line of said Southeast quarter of the Northwest quarter, to the true point of beginning;

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EXHIBIT "A"

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thence South 05°18'33" West, parallel with the East line of said Southeast quarter of the Northeast quarter for 660 feet, more or less, to the South line of said Southeast quarter of the Northeast quarter;
thence 88°02'53" West, along the South line of said subdivision 20.00 feet, to a point lying at the Southeast corner of that tract of land conveyed to Leonard and Edna Hayden by Warranty Deed recorded under Auditor's File No. 1044064, records of Snohomish County, Washington;
thence North 05°18'33" East, parallel with the East line of said subdivision, and along the East line of said tract for 180.00 feet;
thence North 88°02'53" West 110.0 feet, to the Northwest corner of land conveyed to Leonard and Edna Hayden by Statutory Warranty Deed recorded under Auditor's File No. 1285557, records of Snohomish County, Washington;
thence North 02°07'28" East 76.60 feet;
thence North 89°19'47" West 85.72 feet to the West line of that tract of land conveyed to Lawrence V. and Ruth H. Munizza by Warranty Fulfillment Deed recorded under Auditor's File No. 2154534, records of Snohomish County, Washington;
thence North 05°18'33" East along the West line of said tract for 352.99 feet, more or less, to the Northwest corner of said tract;
thence South 87°42'47" East along the North line of said Tract for 3.33 chains (219.78 feet to the true point of beginning;

Except that portion thereof conveyed to the Town of Arlington, for public road by Quit Claim Deed recorded under Auditor's File No. 2337301, records of Snohomish County, Washington.

Also together with the following described tract:

Beginning at the Northeast corner of said Southeast quarter of the Northeast quarter;
thence South 05°18'33" West 40 rods (660.00 feet) along the East line of said Southeast quarter of the Northeast quarter;
thence North 87°42'47" West 6.66 chains (439.56 feet), parallel with the North line of said Southeast quarter of the Northeast quarter;
thence South 05°18'33" West, parallel with the East line of said Southeast quarter of the Northeast quarter for 660 feet, more or less, to the South line of said Southeast quarter of the Northeast quarter;
thence North 88°02'53" West, along the South line of said subdivision 20.00 feet to a point lying at the Southeast corner of that tract of land conveyed to Leonard and Edna Hayden by Warranty Deed recorded under Auditor's File No. 1044064, records of Snohomish County, Washington;
thence North 05°18'33" East, parallel with the East line of said subdivision, and along the East line of said tract for 174.44 feet to the true point of beginning;
thence continue North 05°18'33" East 5.58 feet to the Northeast corner of said Hayden tract;
thence North 88°02'53" West 110.00 feet along said Hayden Tract and along the Hayden Tract created by deed recorded under Auditor's File No. 1285557, to the Northwest corner thereof;
thence South 02°07'28" West along the West line of said Hayden Tract 5.56 feet;
thence South 88°02'53" East 109.69 feet to the true point of beginning;

Except the following described tract:

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Beginning at the Northeast corner of said Southeast quarter of the Northeast quarter;
thence South 05°18'33" West 40 rods (660.00 feet) along the East line of said Southeast quarter of the Northeast quarter;
thence North 87°42'47" West 6.66 chains (439.56 feet), parallel with the North line of said Southeast quarter of the Northeast quarter;
thence South 05°18'33" West, parallel with the East line of said Southeast quarter of the Northeast quarter for 660 feet, more or less, to the South line of said Southeast quarter of the Northeast quarter;
thence North 88°02'53" West, along the South line of said subdivision, 20.00 feet, to a point lying at the Southeast corner of that tract of land conveyed to Leonard and Edna Hayden by Warranty Deed recorded under Auditor's File No. 1044064, records of Snohomish County, Washington, said point being the true point of beginning;
thence North 05°18'33" East, parallel with the East line of said subdivision, and along the East line of said tract for 174.44 feet;
thence South 88°02'53" East 3.86 feet;
thence South 05°18'33" West 174.44 feet to the South line of said subdivision;
thence North 88°02'53" West 3.86 feet to the true point of beginning;

Except that portion thereof conveyed to the Town of Arlington for public road by Quit Claim Deed 2337301, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Parcel B:

The West 60 feet of Lots 17, 18, 19 and 20 in Block 11, Gifford's First Addition to Arlington, according to the Plat thereof recorded in Volume 2 of Plats, page 66, records of Snohomish County, Washington.

Parcel C:

The East 60 feet of Lots 17 and the East half of Lots 18, 19 and 20 in Block 11, Gifford's First Addition to Arlington, according to the Plat thereof recorded in Volume 2 of Plats, page 66, records of Snohomish County, Washington, together with the West half of vacated Washington Avenue lying adjacent to and abutting said Lots as vacated by City of Arlington Ordinance No. 727 recorded under Auditor's File No. 7901150158.

Situate in the County of Snohomish, State of Washington.

Parcel D:

Lots 11 and 12, Block 12, Gifford's First Addition to Arlington, according to the Plat thereof recorded in Volume 2 of Plats, page 66, records of Snohomish County, Washington.

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EXHIBIT "A"
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Situate in the County of Snohomish, State of Washington.

(Parcels A through D known as School District 16 Site in City of Arlington Boundary Line Adjustment recorded under Auditor's File No. 9601095010.

Parcel E:

All that portion of the Southeast quarter of the Northeast quarter of Section 11, Township 31 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of School House Tract, which is a point 171 feet South of the Southwest corner of Block 9, Gifford's First Addition to Arlington, according to the Plat thereof recorded in Volume 2 of Plats, page 66, records of Snohomish County, Washington;
thence South on the East line of French Avenue 120 feet
thence East 256 feet;
thence North parallel to the West line 60 feet;
thence West parallel to the South line 50 feet;
thence North parallel to the West line 60 feet;
thence West 206 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

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AMERICAN
LAND TITLE
ASSOCIATION



**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. 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.
7. 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.
8. 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.

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

9. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:

Name: The Directors of School District Number Sixteen of Snohomish County

- a. Proof of incorporation from the state or other place of incorporation.
- b. A copy of the Articles of Incorporation and By-law.
- c. A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same.

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

10. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:

Name: Arlington School District, Number 324

- a. Proof of incorporation from the state or other place of incorporation.
- b. A copy of the Articles of Incorporation and By-law.
- c. A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same.

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

11. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:

Name: School District No. 16

- a. Proof of incorporation from the state or other place of incorporation.
- b. A copy of the Articles of Incorporation and By-law.
- c. A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same.

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

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Arlington Consolidated School District No. 16 of Snohomish County

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

13. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Arlington School District No. 16

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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)

14. The Company will require the following in order to insure title vested in, or a conveyance from, the entity named below:

Name: Board of directors of School District Sixteen of Snohomish County

- a. Proof of incorporation from the state or other place of incorporation.
- b. A copy of the Articles of Incorporation and By-law.
- c. A copy of the resolution authorizing the purchase, sale or encumbrance of real property and designating appropriate officers to execute same.

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

15. Payment of the real estate excise tax, if required.

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

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 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).

END OF REQUIREMENTS

NOTES

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

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: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

135 S French Ave
Arlington, WA 98223

Note B: 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 C: NOTE: The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

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

Note D: NOTE: A survey has been recorded:

Recording Date: 11/05/2004
Recording No.: 200411055015

Note E: 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.

Note F: Note : Effective October 1, 2014 Chicago Title Company offices in Washington are charging actual recording fees. A fee schedule for Snohomish County is available at <http://www.snohomishcountywa.gov/documentcenter/view/466>

Note G: 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:

E 1/2 of NE 1/4 11-31-5

Tax Account No.: 310511-001-020-00

END OF NOTES

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

END OF SCHEDULE B, PART I

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AMERICAN
LAND TITLE
ASSOCIATION



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 & Light Company, a Massachusetts corporation
 Purpose: Single line of poles with necessary or convenient appurtenances
 Recording Date: April 15, 1937
 Recording No.: 597493
 Affects: Lot 10 of Block 10

2. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: Town of Arlington
 Name of Street or Highway: Stillaguamish Avenue
 Recording Date: March 17, 1954
 Recording No.: 1090951

3. Public and/or private easements, if any, in existence, over, under, along and across that portion of the real estate under search lying within vacated alleys, Lenora Avenue, Gifford Avenue and Washington Avenue.

4. An easement for side sewer affecting the portion of said premises stated herein and containing a provision for bearing equal costs of maintenance, repair or reconstruction of said common sewer by the users:

Width: Not disclosed
 Location: Northerly portion of Lot 12, Block 12
 Recorded: October 6, 1965
 Recording No.: 1815171

Affects: Parcel D

5. Easement Agreement including the terms, covenants and provisions thereof:

Grantee: City of Arlington
 Purpose: Water pipeline
 Area affected: Portion of Parcel A as depicted therein
 Recording Date: October 23, 1969
 Recording No.: 2118492
 Regarding: Water service

The exact location and extent of said easement is not disclosed of record.

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SCHEDULE B, PART II EXCEPTIONS

(continued)

6. Right, title and interest of the public in and to East Maple Street as disclosed by map attached to Easement Agreement recorded under Auditor's File No. 2118492 and various instruments of record.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Underground electric transmission and/or distribution system
Recording Date: February 22, 1974
Recording No.: 2329698
Affects: 7 feet in width on a portion of Parcel A approximately as delineated therein
8. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed
- In favor of: City of Arlington
Recording Date: April 24, 1974
Recording No.: 2337301
- Also includes waiver of damages for the location, establishment, construction, drainage,, and maintenance of said road (212th Street Northeast).
9. Agreement including the terms, covenants and provisions thereof:
- Between: City of Arlington, a Washington municipal corporation
And: Arlington School District No. 16, a Washington municipal corporation
Recording Date: April 16, 1981
Recording No.: 8104160199
Regarding: District shall within 30 days of vacation ordinance grant to City an easement for existing fire hydrant; Water line to be plugged by City at district expense; district to be responsible for existing sewer line on portion of Lenore Avenue; City to install water meter at district expense together with payment of tap-in charge; provisions regarding sidewalks, curbs, and gutters; district recognizes and accepts easement granted to Public Utility District No. 1 of Snohomish County or its predecessor under easement agreement no. 648
10. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by a survey recorded under Auditor's File No. 8803095008:
- Location of cyclone fence 1.0 feet more or less East of East line of Tract 1 Palmer's Addition to Arlington.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Underground and/or overhead electric transmission and/or distribution system
Recording Date: March 16, 1989
Recording No.: 8903160136
Affects: Southerly portion of Tract 1 of Palmer's Addition to Arlington

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

12. 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 Boundary Line Adjustment:

Recording No: 9305145005

13. Reservations and recitals contained in the Deed as set forth below:

Grantor: Arlington School District #16
 Grantee: Wayne Steen and Barbara Steen, husband and wife
 Dated: November 1, 1995
 Recording Date: January 9, 1996
 Recording No.: 9601090472

Said document provides for, among other things, the following:

Grantor reserves an easement over that portion of the property being conveyed to Steen if needed for emergency vehicles to make the turn off Highland Drive on to the strip of property which the District will continue to own. This reservation may restrict Grantee's right to construct a fence on the front yard area of the property being conveyed.

14. 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 Boundary Line Adjustment:

Recording No: 9601095010

15. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by a survey recorded under Auditor's File No. 9601095010:

- 1.) 0.18 feet gap between Munizza and Our Saviour's Lutheran Church
- 2.) Wood shed on Southwesterly adjacent property appears to encroach on Said premises by 0.78 feet

16. City of Arlington Development Services Conditional Use Permit and Variance including the terms, covenants and provisions thereof:

Recording Date: July 9, 2004
 Recording No.: 200407090297

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

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Public Utility District No. 1 of Snohomish County and Verizon Northwest Inc.
 Purpose: Underground and/or overhead electric transmission and/or distribution system
 Recording Date: November 23, 2004
 Recording No.: 200411230675
 Affects: Portion of Said premises on the centerline of Grantee's as-constructed to to be constructed or relocated electrical facilities over, across, upon and/or under said property
- The exact location and extent of said easement is not disclosed of record.
18. Easement Agreement including the terms, covenants and provisions thereof:
- Between: Arlington School District No. 16
 And: Kenneth C. Bosket and Irma I. (Jenny) Bosket
 Recording Date: January 18, 2007
 Recording No.: 200701181048
 Purpose: Roadway and extension of sewer and water utility services
 Affects: Southwesterly portion of Said premises
- Contains provision that Bosket will be solely responsible for maintenance costs of facilities.
19. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by a survey recorded under Auditor's File No. 200711195076:
- Intersection of fence on Easterly adjacent property lies 0.17 feet East of the boundary line.
20. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:
- Tax Account No.: 310511-001-020-00
 Levy Code: 00110
 Assessed Value-Land: \$3,474,800.00
 Assessed Value-Improvements: \$6,815,800.00
21. 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.

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.

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.

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(continued)

- (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 January 1, 2020

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 do share Personal Information among 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 by email, phone, or physical mail 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.

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) 934-3354 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.

FNF Website Services for Mortgage Loans

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.

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