

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

500032958

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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ALTA Commitment (Adopted: 06.17.2006)



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)259-8223 Email: Everett.CU@ctt.com	

SCHEDULE A

ORDER NO. 500032958

1. Effective Date: September 28, 2015 at 08:00 AM
2. Policy or (Policies) to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	TBD and TBD	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Rate:	Standard coverage, Electronic discount	
Total:		To Be Determined
 - b. ALTA Loan Policy 2006

Proposed Insured:	To Be Determined	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Total:		To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

Arlington School District No. 16, which acquired portions of Said premises as School District No. 26 of Snohomish County, Washington
5. The land referred to in this Commitment 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): 320629-001-034-00 and 320629-001-035-00

PARCEL A:

That portion of the Northeast Quarter of Section 29, Township 32 North, Range 6 East, W.M., described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section;
Thence South 636 feet;
Thence West 45 feet to the true point of beginning;
Thence North 56°00'00" West, 209.5 feet;
Thence South 34°00'00" West, 209.5 feet to a point hereinafter referred to a Point "A";
Thence South 56°00'00" East, 99.31 feet;
Thence South 197.05 feet;
Thence North 55°38'24" East, 175.75 feet;
Thence South 56°00'00" East, 259.69 feet;
Thence North 34°00'00" East, 350 feet to County Road as proposed and partially established in August 1911;
Thence West along said proposed road to the true point of beginning;

Together with any portion of the Northwest Quarter of the Northeast Quarter of said Section 29 lying Westerly of the above described parcel, the Southerly line of which projects on a bearing of North 56°00'00" West from the previously described Point "A", and Southerly and Easterly of State Highway 1-E.

Together with the Northeasterly 11.57 feet of the following described tract:
Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 29;
Thence North 16.5 feet;
Thence West 253.5 feet;
Thence North 215.66 feet to the true point of beginning;
Thence continue North 231 feet, more or less, to intersect the Southwesterly line of school grounds as described in Deed recorded in Volume 139 of deeds, Page 544, records of Snohomish county, Washington;
Thence Northwesterly along said Southwesterly line of school grounds to intersect the Southerly line of County Road;
Thence Southwesterly along said Southerly line of County Road a distance of 178 feet, more or less, to a point which line 178 feet Southwesterly of, as measured at right angles to said Southwesterly line of school grounds;
Thence Southeasterly, parallel with the said Southwesterly line of school grounds, to the true point of beginning;

Except that portion conveyed to the State of Washington for State Highway 1-E;

Except portions thereof conveyed to Snohomish County and to the State of Washington for right-of-way;

Except the following described tract:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 29,

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EXHIBIT "A"
Legal Description

Township 32 North, Range 6 East, W.M.;

Thence North 00°01'38" East, along the East line of said subdivision, 16.50 feet;

Thence North 87°05'54" West, parallel with the South line of said subdivision, 253.50 feet;

Thence North 00°00'27" West, to and along the East line of that parcel described in Statutory Warranty Deed recorded under Snohomish County Auditor's File Number 8510290105, for 315.93 feet;

Thence North 61°02'44" East 199.81 feet to intersect the Southwest line of that parcel described in Warranty Deed recorded under Snohomish County Auditor's File Number 170369, said point being the true point of beginning;

Thence South 55°58'22" along said Southwest line 224.20 feet to the Southeast corner of said parcel;

Thence North 34°01'38" East, along the East line of said parcel, 346.82 feet to the Northeast corner of said parcel and the South line of the Jim Creek County Road;

Thence North 87°12'31" West, along the North line of said parcel and the South line of said County Road, 80.17 feet;

Thence South 61°02'44" West, 342.64 feet to the true point of beginning;

Together with the following described tract:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 29, Township 32 North, Range 6 East, W.M.;

Thence North 00°01'38" East, along the East line of said subdivision, 16.50 feet;

Thence North 87°05'54" West, parallel with the South line of said subdivision, 253.50 feet;

Thence North 00°00'27" West, to and along the East line of that parcel described in Statutory Warranty Deed recorded under Snohomish County Auditor's File Number 8510290105, for 315.93 feet to the true point of beginning;

Thence North 61°02'44" East 199.81 feet to intersect the Southwest line of that parcel described in Warranty Deed recorded under Snohomish County Auditor's File Number 170369;

Thence North 55°58'22" West along said Southwest line 35.72 feet to a point lying on the Southwesterly line of the school grounds, as described in Volume 139 of Deeds, Page 544, records of Snohomish County, said line projected Southeasterly 274.81 feet from the Southwesterly corner of said school grounds;

Thence South 55°43'40" West, 175.75 feet;

Thence South 00°00'27" East 17.75 feet to the true point of beginning.

(Pursuant to Snohomish County Boundary Line Adjustment No. 95 108317 recorded under Auditor's File No. 9511130832, records of Snohomish County, Washington).

Situate in the County of Snohomish, State of Washington.

PARCEL B:

That portion of the Northeast Quarter of Section 29, Township 32 North, Range 6 East, W.M., described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 29;

Thence North 16.5 feet;

Thence West 253.5 feet;

Thence North 215.66 feet to the true point of beginning;

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EXHIBIT "A"
Legal Description

Thence continue North 231 feet, more or less, to intersect the Southwesterly line of school grounds as described in Deed recorded in Volume 139 of deeds, Page 544, records of Snohomish County, Washington;
Thence Northwesterly along said Southwesterly line of school grounds to intersect the Southerly line of County Road;
Thence Southwesterly along said Southerly line of County Road a distance of 178 feet, more or less, to a point which lies 178 feet Southwesterly of, as measured at right angles to, said Southwesterly line of school grounds;
Thence Southeasterly to the true point of beginning;

Except that portion conveyed to the State of Washington for State Highway 1-E;

Except the Northeasterly 11.57 feet thereof;

Together with the following described tract:
Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 32 North, Range 6 East, W.M.;
Thence North 16.5 feet;
Thence West 253.5 feet;
Thence North 215.66 feet to the true point of beginning;
Thence South 215.66 feet;
Thence West 183.42 feet;
Thence North 41°22'00" West, 491.70 feet to the Southerly line of County Road;
Thence Easterly and Northerly along said County Road to a point which line 178 feet Southwesterly of, as measured at right angles to, the Southwest line of school grounds as described in Volume 139 of deeds, Page 544, records of Snohomish county;
Thence Southeasterly to the true point of beginning;

Except that portion thereof conveyed to the County of Snohomish and the State of Washington for right-of-way.

(Pursuant to Snohomish County Boundary Line Adjustment No. 95 108317 recorded under Auditor's File No. 9511130832, records of Snohomish County, Washington).

Situate in the County of Snohomish, State of Washington

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SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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ALTA Commitment (Adopted: 06.17.2006)



SCHEDULE B

(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
 Purpose: Electric transmission and/or distribution line
 Recording Date: August 4, 1926
 Recording No.: 432627
 Affects: Portion of Said premises and other property

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

2. Right to make necessary slopes for cuts or fills and waiver of all claims of damage upon property herein described as granted or reserved in deed

In favor of: Snohomish County
 Recording Date: January 13, 1941
 Recording No.: 690751
 Affects: Parcel A

3. 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: Snohomish County
 Recording Date: July 18, 1951
 Recording No.: 999162

4. 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 Snohomish County Boundary Line Adjustment No. 179-88:

Recording No: 8808110343

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

Granted to: GTE Northwest Incorporated
 Purpose: Communication service, power service and related services
 Recording Date: August 22, 1989
 Recording No.: 8908220375
 Affects: Portion of Parcel B

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SCHEDULE B

(continued)

6. 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 Snohomish County Boundary Line Adjustment No. 95 108316:

Recording No: 9511130831

7. 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 Snohomish County Boundary Line Adjustment No. 95 108317:

Recording No: 9511130832

8. 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 Survey:

Recording No: 9701025008

9. Record of Developer Obligations for Mitigation of Impacts to the County Road System including the terms, covenants and provisions thereof

Recording Date: July 30, 2010
Recording No.: 201007300318

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

The Land is situated within the boundaries of local taxing authority of Snohomish County.

Present rate of real estate excise tax as of the date herein is 1.78 percent.

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).

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

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

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SCHEDULE B

(continued)

11. 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.: 320629-001-034-00
 Levy Code: 01151
 Assessed Value-Land: \$73,900.00
 Assessed Value-Improvements: \$417,800.00
 Affects: Parcel A

12. 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.: 320629-001-035-00
 Levy Code: 01151
 Assessed Value-Land: \$74,300.00
 Assessed Value-Improvements: \$138,200.00
 Affects: Parcel B

13. Any instrument to be executed by Arlington School District No. 16 must be in accordance with statute. Satisfactory evidence of authority must be submitted.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

14. To provide an extended coverage lender's policy, general exceptions B and C are hereby eliminated. General exceptions A and D have not been cleared.

In consideration of clearing paragraphs A and D of Schedule B, please have the borrower/owner complete the enclosed affidavit and return to our office for review.

END OF EXCEPTIONS**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: **Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct 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

(continued)

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

12528 and 12616 Jim Creek Road
Arlington, WA 98223

Note D: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

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:

Por North 1/2 of NE1/4 29-32-6
Tax Account No.: 320629-001-034-00 and 320629-001-035-00

END OF NOTES**END OF SCHEDULE B**

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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