



## COMMITMENT FOR TITLE INSURANCE

Issued by

### ***FIRST AMERICAN TITLE INSURANCE COMPANY***

First American Title Insurance Company, herein called the Company, for valuable consideration, hereby 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 mortgagor of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of the Commitment or by subsequent endorsement.

This Commitment if preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, the Company has caused this commitment to be signed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Effective Date."

### ***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



***First American Title Insurance Company  
National Commercial Services***

818 Stewart Street, Suite 800, Seattle, WA 98101  
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Jen Modjeska  
(206)615-3270  
jmodjeska@firstam.com

To: **Daniels Real Estate, LLC  
2401 Utah Avenue South, Suite 305  
Seattle , WA 98134**

File No.: **NCS-780611-WA1**  
Your Ref No.: **Kenmore**

Attn: **Trevina Wang**

**SCHEDULE A**

- 1. Commitment Date: March 03, 2016 at 7:30 A.M.
- 2. Policy or Policies to be issued:

	AMOUNT	PREMIUM	TAX
ALTA Extended Owner Policy	\$ To follow	\$	\$

Proposed Insured:  
To follow

- 3. The estate or interest in the land described on Page 2 herein is **Fee Simple**, and title thereto is at the effective date hereof vested in:  
The Washington State Parks and Recreation Commission, a municipal corporation
- 4. The land referred to in this Commitment is described as follows:

The land referred to in this report is described in Exhibit "A" attached hereto.

## EXHIBIT 'A'

### LEGAL DESCRIPTION:

#### PARCEL A:

THE SOUTH 1/3 OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

AND THAT PORTION OF GOVERNMENT LOT 4 OF SAID SECTION 14, LYING SOUTH OF A LINE DRAWN EAST AND WEST EQUIDISTANT BETWEEN THE NORTH AND SOUTH LINES OF THE SOUTH TWO-THIRDS OF THE SOUTH 24.75 ACRES OF SAID GOVERNMENT LOT 4;

TOGETHER WITH ALL SECOND-CLASS SHORELANDS ADJACENT THERETO.

#### PARCEL B:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF WITHIN THE PLAT OF JUANITA POINT DIVISION NO. 3, ACCORDING TO THE PLAT RECORDED IN VOLUME 31 OF PLATS AT PAGE 38, IN KING COUNTY, WASHINGTON;

(ALSO KNOWN AS LOTS 1 AND 2 OF WIGHT'S LAKE FRONT ACRE TRACTS, UNRECORDED);

TOGETHER WITH ALL OF GOVERNMENT LOTS 1 AND 2 IN SAID SECTION 23;

TOGETHER WITH ALL SECOND-CLASS SHORELANDS ADJACENT THERETO;

EXCEPT FROM SAID GOVERNMENT LOT 2 AND ADJACENT SECOND-CLASS SHORELANDS THAT PORTION OF THE SOUTH 14.88 FEET THEREOF LYING SOUTH OF A PROPERTY LINE AS DEFINED IN DOCUMENT NO. 7510010621, RECORDS OF KING COUNTY, WASHINGTON;

AND EXCEPT ANY PORTION OF SAID SECTION 23 LYING WITHIN N.E. 141ST STREET;

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, WHICH LIES WEST OF JULIA BLINN ROAD;

AND EXCEPT ANY PORTION OF SAID SECTION 23 LYING WITHIN N.E. 141ST STREET;

AND EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24, THENCE SOUTH 89°24'05" EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 933.83 FEET TO THE SOUTHWESTERLY MARGIN OF JUANITA DRIVE N.E. (KENMORE-JUANITA ROAD NO. 2602);

THENCE SOUTH 29°19'28" EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 76.37 FEET TO A POINT DESIGNATED AS POINT "A" FOR THE PURPOSES OF THIS DESCRIPTION;

THENCE CONTINUING SOUTH 29°19'28" EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 100.38

FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;  
THENCE CONTINUING SOUTH 29°19'28" EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 285.35 FEET TO A POINT OF A CURVE;  
THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTHWESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 925.37 FEET THROUGH A CENTRAL ANGLE OF 18°00'00" A DISTANCE OF 290.71 FEET;  
THENCE SOUTH 11°19'28" EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 55.60 FEET;  
THENCE SOUTH 78°40'32" WEST A DISTANCE OF 524.10 FEET;  
THENCE SOUTH 21°28'40" EAST A DISTANCE OF 98.71 FEET;  
THENCE SOUTH 19°27'10" WEST A DISTANCE OF 898.00 FEET;  
THENCE SOUTH 56°20'10" WEST A DISTANCE OF 61.00 FEET;  
THENCE NORTH 31°16'50" WEST A DISTANCE OF 101.00 FEET;  
THENCE NORTH 53°36'40" WEST A DISTANCE OF 350.00 FEET;  
THENCE SOUTH 85°22'30" WEST A DISTANCE OF 62.00 FEET;  
THENCE SOUTH 16°50'30" WEST A DISTANCE OF 139.00 FEET;  
THENCE SOUTH 79°47'00" WEST A DISTANCE OF 208.00 FEET;  
THENCE SOUTH 23°20'20" WEST A DISTANCE OF 234.00 FEET;  
THENCE WEST A DISTANCE OF 130.00 FEET;  
THENCE NORTH 46°52'20" WEST A DISTANCE OF 103.00 FEET;  
THENCE NORTH 22°36'00" WEST A DISTANCE OF 265.00 FEET;  
THENCE NORTH 05°14'40" WEST A DISTANCE OF 382.00 FEET;  
THENCE NORTH 06°23'40" EAST A DISTANCE OF 470.00 FEET;  
THENCE NORTH 34°18'40" EAST A DISTANCE 467.32 FEET;  
THENCE SOUTH 55°41'20" EAST A DISTANCE OF 130.00 FEET;  
THENCE NORTH 34°18'40" EAST A DISTANCE OF 360.00 FEET TO A POINT OF CURVE;  
THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 69°41'20" A DISTANCE OF 109.47 FEET; THENCE SOUTH 76°00'00" EAST A DISTANCE OF 492.15 FEET TO A POINT OF CURVE;  
THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 580.00 FEET THROUGH A CENTRAL ANGLE OF 38°21'30" A DISTANCE OF 388.30 FEET;  
THENCE NORTH 65°38'30" EAST A DISTANCE OF 149.32 FEET TO THE TRUE POINT OF BEGINNING.

**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**

The following are the Requirements to be complied with:

- Item (A) Payment to or for the account of the Grantors or Mortgagors of the full consideration for the estate or interest to be insured.
- Item (B) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- Item (C) Pay us the premiums, fees and charges for the policy.
- Item (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions

**SCHEDULE B - SECTION 2**  
**GENERAL EXCEPTIONS**

The Policy or Policies to be issued will contain Exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- A. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- B. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
- E. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in acts authorizing the issuance thereof; (3) Water rights, claims or title to water; whether or not the matters excepted under (1), (2) or (3) are shown by the public records; (4) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor, materials or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. 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 mortgages thereon covered by this Commitment.

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

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the **City of Kenmore** is at **1.78%**.  
Levy/Area Code: 1442

**For all transactions recorded on or after July 1, 2005:**

- **A fee of \$10.00 will be charged on all exempt transactions;**
- **A fee of \$5.00 will be charged on all taxable transactions in addition to the excise tax due.**

2. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the King County Tax Rolls, as tax account no. 142604-9015-04, are exempt.

We note Special Charges for the year 2016 in the amount of \$108.82, of which \$0.00 has been paid.  
Balance due: \$108.82.

(Affects Parcel A)

3. Liability, if any, for pro-rata portion of **Real Property** taxes which are carried on the King County Tax Rolls, as tax account no. 232604-9001-09, are exempt.

We note Special Charges for the year 2016 in the amount of \$7,793.24, of which \$0.00 has been paid. Balance due: \$7,793.24.

(Affects Parcel B)

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

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

5. Reservations contained in Deed from the State of Washington recorded under recording no. 807624, reserving the right to lower the waters of Lake Washington.

(Affects Parcel A)

6. The terms and provisions contained in the document entitled "License" recorded April 19, 1954 as 4436974 of Official Records.

(Affects Parcel B)

7. Easement, including terms and provisions contained therein:  
Recording Date: February 6, 1973

Recording Information: 7302060382  
In Favor of: Northeast Lake Washington Sewer District  
For: Sanitary sewers  
Affects: Parcel A

8. The terms and provisions contained in the document entitled "Property Line Agreement" recorded October 1, 1975 as 7510010621 of Official Records.

(Affects Parcel B)

9. The terms and provisions contained in the document entitled "Declaration of Covenant" recorded February 6, 1976 as 7602060589 of Official Records.

(Affects Parcel B)

10. Easement, including terms and provisions contained therein:

Recording Date: November 14, 1977  
Recording Information: 7711140905  
In Favor of: Puget Sound Power & Light Company  
For: Electric transmission and/or distribution system  
Affects: Parcel A

11. Easement, including terms and provisions contained therein:

Recording Date: November 14, 1977  
Recording Information: 7711140908  
In Favor of: Puget Sound Power & Light Company  
For: Electric transmission and/or distribution system  
Affects: Parcel B

12. Easement, including terms and provisions contained therein:

Recording Information: 7711180836  
For: Ingress and egress, storm and surface water sewerage, electrical, sanitary sewers and access to water lines  
Affects: as described therein

13. The terms and provisions contained in the document entitled "Deed of Right to use Land for Public Recreation Purposes" recorded May 24, 1978 as 7805240979 of Official Records.

14. Easement, including terms and provisions contained therein:

Recording Date: May 1, 2009  
Recording Information: 20090501000657  
In Favor of: Puget Sound Energy  
For: Access to underground power lines  
Affects: Parcel B

15. Easement, including terms and provisions contained therein:

Recording Date: May 30, 2013

Recording Information: 20130530000461  
In Favor of: Northshore Utility District  
For: Sewer line  
Affects: Parcel B

16. Any question as to the true location of the lateral boundaries of the Shorelands.
17. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of Lake Washington.
18. Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence)
19. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.  
  
Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.
20. Title to vest in an incoming owner whose name is not disclosed. Such name must be furnished to us so that a name search may be made.
21. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.
22. Prior to issuance of an extended coverage policy, the Company will require an Owner's Affidavit be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.

<b>INFORMATIONAL NOTES</b>
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- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
  
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
  
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.  
  
SECTION 14, TOWNSHIP 26 NORTH, RANGE 4 EAST, SE, SW  
SECTION 23, TOWNSHIP 26 NORTH, RANGE 4 EAST, NE, NW,  
SECTION 24, TOWNSHIP 26 NORTH, RANGE 4 EAST, NW  
  
APN: 142604-9015-04  
APN: 232604-9001-09
  
- D. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

**END OF SCHEDULE B**



*First American Title Insurance Company*  
*National Commercial Services*

**COMMITMENT**  
**Conditions and Stipulations**

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 acquires actual knowledge of a 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 or 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 and Stipulations.
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, exclusion from coverage, and the Conditions and Stipulations of the form of Policy or Policies committed for in favor of the proposed Insured which are hereby incorporated by references, and are made a part of this Commitment except as expressly modified herein.
4. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest or the lien of the Insured mortgage covered hereby or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this Commitment.

The First American Corporation  
***First American Title Insurance Company***  
***National Commercial Services***  
**PRIVACY POLICY**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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