

1. PNWT A.L.T.A. Commitment



ALTA Commitment (6/17/06)

**COMMITMENT FOR TITLE INSURANCE**

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("Company"), for a 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 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 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, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officer and signatory on the date shown in Schedule A.

*First American Title Insurance Company*

BY  PRESIDENT  
ATTEST  SECRETARY



**Pacific Northwest Title Company**

Pacific Northwest Title Company  
215 Columbia Street  
Seattle, WA 98104  
Title Officer, Curtis Goodman (curtisgoodman@pnwt.com)  
Assistant Title Officer, Rob Chelton(robchelton@pnwt.com)  
Unit No. 12  
FAX No. (206)343-1330  
Telephone Number (206)343-1327

**A.L.T.A. COMMITMENT**

**SCHEDULE A**

**Port of Seattle**  
**P.O. Box 68727**  
**Seattle, WA 98168**  
Attention: **Allan Royal**

Title Order No.: **1115097**  
Customer Ref: **P-00316361**

1. Effective Date: March 26, 2010 at 8:00 A.M.

2. Policy or Policies to be issued:  
Underwriter split is 30%

PREMIUM

**ALTA Owner's Policy** (6-17-06)  
Standard  
Rate: General Schedule Rate

Liability Amount: TBD

Proposed Insured:

**To Follow**

Work Charge

Amount:

\$

**450.00**

Tax:

\$

**42.75**

3. The estate or interest in said land described or referred to in the Commitment and covered herein is:

**FEE SIMPLE**

4. Title to the said estate or interest in said land is at the effective date hereof vested in:

**City of Seattle, Department of Lighting**

**See Special Exception Number 5 regarding execution of the forthcoming document(s) to be insured.**

5. The land referred to in this Commitment is in the **City of Burien, County of King, State of Washington**, and is described as follows:

SEE EXHIBIT A ATTACHED

**Pacific Northwest Title Company**

**EXHIBIT A**

Order No.: 1115097

**Legal Description:**

The east 70.00 feet of the north 110.00 feet of the west half of the southwest quarter of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, and the north 20.00 feet of that portion of the west half of the southwest quarter of said Section, lying west of the west line of the east 70.00 feet of said subdivision;

EXCEPT the west 30.00 feet thereof deeded to King County, Washington for road.

**Tax Account Number:**

202304-9013-01

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\*\*\* END OF EXHIBIT A \*\*\*

**Pacific Northwest Title Company**

**A.L.T.A. COMMITMENT  
SCHEDULE B**

Order No.: 1115097

- I. The following are the requirements to be complied with:
- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
  - B. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- II. 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:
- A. 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 for value of record the estate or interest or mortgage thereon covered by this commitment.
  - B. GENERAL EXCEPTIONS:
    - 1. 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.
    - 2. Any facts, rights, interests, 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 persons in possession thereof.
    - 3. Easements, claims of easement or encumbrances which are not shown by the public records.
    - 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
    - 5. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
    - 6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
    - 7. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
    - 8. Any title or rights asserted by anyone including but not limited to persons corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or sound, or lands beyond the line of the harbor lines as established or changed by the United States Government.
  - C. SPECIAL EXCEPTIONS: As on Schedule B attached.

**Pacific Northwest Title Company**

SCHEDULE B - continued  
Order No.: 1115097

**SPECIAL EXCEPTIONS:**

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of **City of Burien**.

Present Rate of Real Estate Excise Tax as of the date herein is **1.78%**.

2. Liability for additional general taxes (rollback taxes) and interest which may be imposed pursuant to RCW 84.36.810 upon cessation of the use for which the exemption was granted. According to RCW 84.36.812, the County shall not accept an instrument of conveyance (for recording) unless the additional tax has been paid.

3. Taxes for the year 2010. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	202304-9013-01
Levy Code:	0932
2010 Total Tax Principal:	\$ 189.19
<b>1st Half</b>	
Amount Billed:	\$ 94.60
Amount Paid:	\$ 0.00
Amount Due:	\$ 94.60
<b>2nd Half</b>	
Amount Billed:	\$ 94.59
Amount Paid:	\$ 0.00
Amount Due:	\$ 94.59
2010 Remaining Balance:	\$ 189.19

4. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property and rights of tenants to remove trade fixtures at the expiration of the term.

5. Satisfactory showing of authorization for the proposed conveyance by City of Seattle, in accordance with applicable statutes must be submitted.

6. An easement affecting the portion of said premises and for the purposes stated therein, including, but not limited to, the following:

For: Ingress and egress  
Area Affected: Northerly 20 feet  
Disclosed By Instrument  
Recorded: December 17, 1958  
Recording No.: 4977255

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Said instrument is a re-recording of instrument recorded under Recording Number 4973609.

**Pacific Northwest Title Company**

\*\*\* END OF SCHEDULE B \*\*\*

**Pacific Northwest Title Company**

NOTES:

1. Name and address of current taxpayer according to the King County Assessors record are:

Seattle City Light  
Attn: Accounts Payable  
PO Box 34023  
Seattle, WA 98124

DC/adec

## Pacific Northwest Title Company

### 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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**Pacific Northwest Title Company**

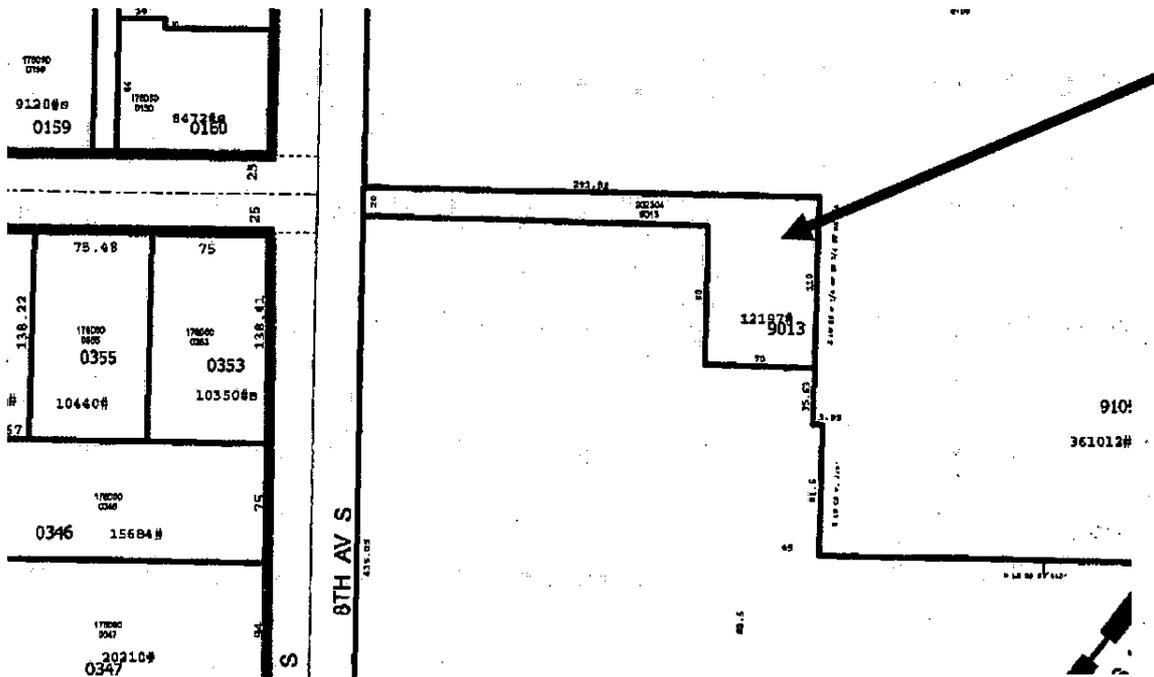
**CONDITIONS**

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 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 and Conditions and Stipulations 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/>.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to the Company at 215 Columbia Street, Seattle, Washington 98104-1511.

American Land Title Association Commitment – 2006 (Rev. 6/06)

SW/NE Sec. 20, Twp. 23 N., Rg. 4 E.



Order No. **1115097** 

IMPORTANT: This is not a Plat of Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

3. Vestina 01 4977255

Re Record

4973609

VOL 8650 PAGE 133



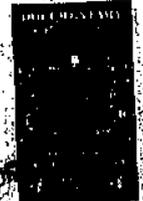
DEED  
WHICH CONVEYS AND WARRANTS  
SOME STATUTORY WARRANTY DEED

4973609  
4977255  
4977255

574

579345

THE GRANTOR, TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation, for and in consideration of Forty-three Hundred Five and no/100 (\$4305.00) Dollars to it in hand paid, conveys and warrants to CITY OF SEATTLE, DEPARTMENT OF LIGHTING, the following described real estate, situated in the County of King, State of Washington:



The east 70.00 feet of the north 110.00 feet of the west half of the southwest quarter of the southwest quarter of the northeast quarter of section 20, township 23 north, range 4 east, W.M., in King County, Washington, and the north 20.00 feet of that portion of the west half of the southwest quarter of the southwest quarter of the northeast quarter of said section, lying west of the west line of the east 70.00 feet of said subdivision; EXCEPT the west 30.00 feet thereof, deed to King County, Washington, for road; SUBJECT to an easement for ingress and egress over said north 20.00 feet above described for the benefit of the property immediately adjoining said strip on the south, which said easement is hereby reserved.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 28th day of November, 1958.

TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation,

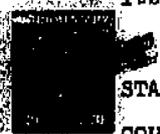
By Tracy Baker  
Its Board Chairman

By Rosalind Walker  
Its Board Secretary

By Norma F. Owen  
Its Board Contact

By Ruth Mcintosh  
Board Member

By Glyde Matteson  
Board Member



STATE OF WASHINGTON }  
COUNTY OF KING }

On this 28th day of November, 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PERCY BLAKER, ROSALAND WALKER, NORMA F. OWEN, RUTH Mcintosh and GLYDE MATTESON, all of whom constitute the entire Board of the Tenth Church of Christ Scientist, Seattle, Washington, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



Frank D. [Signature]  
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record Dec 8 1958  
Request of Seattle Title Company  
ROBERT A. MORRIS, County Auditor

DEC 17 1958 8 30 Filed by WTI

8

4. Vestina 02 4973609

579345

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STATUTORY WARRANTY DEED

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TENTH CHURCH OF CHRIST SCIENTIST, SEATTLE, WASHINGTON, a Washington corporation,

By Percy Blaker  
Its Board Chairman

By Rosalind Walker  
Its Board Secretary

By Norma F. Owen  
Its Board Contact

By Ruth McIntosh  
Board Member

By Clyde Matteson  
Board Member

STATE OF WASHINGTON }  
COUNTY OF KING } ss

On this 28th day of November, 1958, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PERCY BLAKER, ROSALIND WALKER, NORMA F. OWEN, RUTH MCINTOSH and CLYDE MATTESON, all of whom constitute the entire Board of the Tenth Church of Christ Scientist, Seattle, Washington, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[Signature]  
Notary Public in and for the State of Washington, residing at Seattle.

DEC 8 1958

830

Filed by W.T.I.

9

5. Exception 06 4977255

Re Record

4973609

VOL 8650 PAGE 133



DEED  
WHICH CONVEYS AND WARRANTS  
FOR A STATUTORY WARRANTY DEED

4973609  
4977255  
4977255

574

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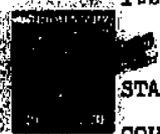
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6. Exception 06a 4973609

579345

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[Signature]  
Notary Public in and for the State of Washington, residing at Seattle.