

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Commitment Number:

252307-SC

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 Amount of Insurance 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:

Handwritten signature of Michael J. Nolan in black ink.

Michael J. Nolan, President

Attest:

Handwritten signature of Marjorie Nemzura in black ink.

Marjorie Nemzura, Secretary

Countersigned By:

Handwritten signature of Joe Knipp in black ink.

Joe Knipp
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
	Eric Anderson Chicago Title 35 West Wacker Drive, 10th Floor Chicago, IL 60603 Phone: (312)223-2957 Main Phone: (312)223-5212 Email: eric.anderson@ctt.com

Order Number: 252307-SC

SCHEDULE A

1. Commitment Date: July 8, 2025 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-WA Mod - Extended

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$101,000.00

The estate or interest to be insured: Fee Simple

Premium:	\$	874.00
Tax:	\$	90.46
Total:	\$	964.46

(b) ALTA Loan Policy 2021 w-WA Mod - Extended

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured shown at Item 2.a. above

Proposed Amount of Insurance: \$101,000.00

The estate or interest to be insured: Fee Simple

Premium:	\$	250.00
Tax:	\$	25.88
Total:	\$	275.88

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, [vested in:](#)

Covenant Living West, a California non-profit corporation, formerly Covenant Retirement Communities West, which acquired title as Covenant Shores, a Washington not-for-profit Corporation, as to Parcels A and D;

Covenant Retirement Communities, Inc, an Illinois corporation, as to Parcel B; and

Covenant Retirement Communities, Inc, an Illinois not for profit corporation, as to Parcel C

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SCHEDULE A

(continued)

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

Parcel A:

Parcel 4:

Lots 24 and 25, Sunnybank, according to the plat thereof recorded in [Volume 29 of Plats, Page 31](#), in King County, Washington; and

Portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 24;
Thence along the Northwesterly line of said Lot 24 North 41°23'31" East 252.93 feet to Lake Washington;
Thence along Lake Washington along the following courses:

South 32°08'00" East 66.66 feet;
South 40°43'00" East 107.71 feet;
South 56°26'00" East 45.05 feet;
Thence leaving Lake Washington along the following courses:

South 33°34'00" West 87.05 feet;
South 19°00'00" East 220.00 feet;
Thence South 50°00'00" East 360.00 feet;
North 89°58'48" East 53.35 feet; from a tangent that bears South 14°33'17" East along the arc of a curve to the right having a radius of 739.00 feet and a central angle of 14°32'05", an arc length of 187.47 feet; tangent to the preceding curve South 0°01'12" East 152.00 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet; and tangent to the preceding curve South 30°59'35" West 25.47 feet to the Northerly margin of North Mercer Way;
Thence Northwesterly along said margin the following courses:

North 59°00'25" West 225.35 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 543.14 feet and a central angle of 40°19'00", an arc length of 382.19 feet; tangent to the preceding curve North 18°41'25" West 629.29 feet to the point of beginning;

Together with second class shore lands adjoining the above described parcel;
Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for SR 90.

Parcel 5:

That portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Commencing at a point on the South Line of said Government Lot 4, distant North 89°56'52" West 826 feet from the Southeast corner of said Lot;
Thence North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein;
Thence from said true point of beginning South 89°58'48" West 130.00 feet;
Thence North 50°00'00" West 360.00 feet;
Thence North 19°00'00" West 220.00 feet;
Thence North 33°34'00" East 87.05 feet to Lake Washington;
Thence along Lake Washington the following courses:

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EXHIBIT "A"

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South 56°26'00" East 55.03 feet;
South 52°10'00" East 100.65 feet;
South 67°33'00" East 111.66 feet;
North 87°36'00" East 100.60 feet; and
South 75°16'00" East 103.49 feet;
Thence leaving Lake Washington South 0°01'12" East 355.00 feet to the true point of beginning;

Together with second class shorelands adjoining.

Parcel 6:

A portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Commencing at a point on the South Line of said Government Lot 4 distant thereon North 89°56'52" West 826 feet from the Southeast corner of said Lot;
Thence North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein;
Thence from said true point of beginning South 0°01'12" East 587.48 feet to the Northerly margin of North Mercer Way;
Thence Northwesterly along said margin, from a tangent that bears North 52°25'13" West along the arc of a curve to the left having a radius of 348.46 feet and a central angle of 6°35'12", an arc length of 40.06 feet; tangent to the preceding curve North 59°00'25" West 90.10 feet to a point thereon;
Thence leaving said Northerly margin North 30°59'35" East 25.47 feet;
Thence tangent to the preceding course along the arc of a curve to the left having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet;
Thence North 0°01'12" West 152.00 feet;
Thence tangent to the preceding course along the arc of a curve to the left having a radius of 739.00 feet and a central angle of 14°32'05" an arc length of 187.47 feet;
Thence North 89°58'48" East 76.65 feet to the true point of beginning;

Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for SR 90.

Parcel B:

Lot 5, Carrigan Court, according to the plat thereof recorded in [Volume 172 of Plats, Pages 86](#) through 89, in King County, Washington;

Together with an undivided interest in Tract A of said plat.

Parcel C:

That portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, W.M., in King County Washington, described as follows:

Beginning at a point North 89°57'00" West, 596.00 feet and North 875.00 feet from the Southeast corner of said Government Lot 4;
Thence North 01°14'30" East, 215.96 feet;
Thence North 88°42'30" West, 100.00 feet to the true point of the beginning;

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EXHIBIT "A"
Legal Description

Thence North 88°42'30" West, 100.00 feet;
Thence South 01°14'30" West, 130.00 feet;
Thence South 88°42'30" East, 100.00 feet;
Thence North 01°14'30" East, 130.00 feet to the true point of the beginning;

(Also known as Lot A-2, City of Mercer Island Lot Line Revision Number 92-1322, recorded under [Recording Number 9209179001](#), in King County, Washington)

(Also known as a portion of Lot 44, Lakemont Addition, according to the unrecorded plat thereof, in King County, Washington)

Together with easement for road and utility as shown on the face of said Lot Line Revision.

Parcel D:

That portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point North 89°57'00" West 596.00 feet and North 875.00 feet from the Southeast corner of said Government Lot 4;
Thence North 01°14'30" East 215.96 feet;
Thence North 88°42'30" West 200.00 feet to the true point of beginning;
Thence North 88°42'30" West 29.97 feet;
Thence South 01°14'30" West 130.00 feet;
Thence South 88°42'30" East 29.97 feet;
Thence North 01°14'30" East 130.00 feet to the true point of beginning.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. Payment of the real estate excise tax, if required.

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

The rate of real estate excise tax 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 \$525,000 or less;
 1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
 2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
 3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: .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, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). 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).

7. 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: Covenant Living West, a California non-profit corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation

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SCHEDULE B, PART I - Requirements

(continued)

- 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.

8. 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: Covenant Retirement Communities, Inc, an Illinois corporation

- 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.

9. 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: Covenant Retirement Communities, Inc, an Illinois not for profit corporation

- 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.

10. Furnish recording instructions with the documents to be recorded in this transaction. Said instructions must

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SCHEDULE B, PART I - Requirements

(continued)

address each requirement made herein, list any endorsements to be issued with the policy and specify the recording order of any documents furnished.

The Company reserves the right to add additional items or make further requirements after review of the requested instructions prior to recording the documents or issuing any requested endorsement.

The Company also reserves the right to charge any applicable additional fees for any endorsement requested.

11. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.
12. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
13. 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.
14. The Company will require an ALTA/NSPS LAND TITLE SURVEY. If the owner of the Land that is the subject of this transaction is in possession of a current ALTA/NSPS LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

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

15. **TO PROVIDE THE EXTENDED COVERAGE POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND REVIEW OF SURVEY IS COMPLETED AND UPON RECEIPT AND REVIEW OF THE COMPLETED OWNER'S AFFIDAVIT.**

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

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

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

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

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Lots 24-25, Sunnybank, [Vol 29, Pg 31](#)
 Portion Gov't Lot 4, Section 7-24N-5E
 Lot 5, Carrigan Court, [Vol 172, Pg 86](#)

Tax Account No.: 072405-9016-94, 072405-9016-03, 140285-0050-09, 413930-0225-09 and 413930-0230-02

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

9150 Fortuna Drive
 Mercer Island, WA 98040

9204 Southeast 33rd Street
 Mercer Island, WA 98040

9209 Southeast 33rd Place
 Mercer Island, WA 98040

Note D: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

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

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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

The following exceptions affect Parcel A:

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

Recording Date: February 7, 1933
[Recording No.:](#) [2749183](#)

Affects: Lot 24, SunnyBank of Parcel 4

As follows: That said property or any part thereof shall not be used or permitted to used for public amusement park or picnic grounds or for any similar public use.

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

Recording Date: June 12, 1937
[Recording No.:](#) [2950841](#)

Affects: Parcels 4, 5 and 6

As follows: All buildings must be painted or stained within three months after completion thereof. This property is sold for residential purposes and together with abutting shore Lands appertaining thereto shall not be used for any industrial or commercial purposes.

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

Purpose: Road
 Recording Date: July 29, 1943
[Recording No.:](#) [3325650](#)
 Affects: 20 feet in width over portions of Parcels 4 and 6

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SCHEDULE B, PART II - Exceptions
(continued)

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

Recording Date: August 10, 1944
Recording No.: [3406932](#)
 Purpose: Road
 Affects: Strip of Land 20 feet in width

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

Granted to: Mercer Beach Properties, Inc., a Washington corporation
 Purpose: Roadway, sewer disposal facilities and wells
 Recording Date: January 15, 1948
Recording No.: [3846472](#)
 Affects: A portion of Parcels 4 and 5

Modified by Supplemental Easement Agreement recorded under [recording number 4029836](#).

6. 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 line
 Recording Date: September 19, 1950
Recording No.: [4058577](#)
 Affects: Portion of Parcels 4, 5 and 6

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned in King County Superior Court:

In Favor Of: Mercer Island Sewer District
 Purpose: Sewer pipeline
 Cause No.: 544852
 Affects: A temporary construction easement across the second class shorelands along the shoreline of Lake Washington adjoining said premises and extending 30 feet in width from that shoreline and a permanent easement 10 feet in width extending 5 feet on either side of sewer pipeline as permanently installed within the temporary construction easement, except that said sewer pipeline as permanently installed shall be located not less than 5 feet and no more than 10 feet from the shoreline as it presently exists.

8. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed:

In favor of: King County
 Recording Date: January 17, 1956
Recording No.: [4655256](#)

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SCHEDULE B, PART II - Exceptions

(continued)

9. Agreement and the terms and conditions thereof:

Between: Shorewood Apartments, Inc.
 And: Municipality of Metropolitan Seattle, a Municipal corporation
 Recording Date: December 30, 1970
[Recording No.:](#) [6728102](#)
 Regarding: Sewage Disposal

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as condemned in King County Superior Court:

In favor off: State of Washington
 Purpose: Drainage facility easement and temporary construction easement
 Cause No.: 79-2-03200-0
 Affects: Portions of Parcels 4 and 6 adjacent to SR 90

11. 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 Washington Corporation
 Purpose: Underground Electric System
 Recording Date: December 10, 1979
[Recording No.:](#) [7912100517](#)
 Affects: Portion of said Parcels 4, 5 and 6 as constructed

Contains covenant prohibiting structures over said easement or other activities which might endanger the underground system.

12. Agreement and the terms and conditions thereof:

Between: Kevin Au and Daphne Au, husband and wife
 And: Covenant Shores
 Recording Date: November 07, 1983
[Recording No.:](#) [8311070799](#)
 Regarding: The Placement of Mooring, Pilings and Waiver of Setback Requirements
 Affects: Parcels 5 and other property

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SCHEDULE B, PART II - Exceptions

(continued)

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

Granted to: Washington Natural Gas Company, a Washington Corporation
 Purpose: Gas lines and services together with such surface or subsurface pipeline appurtenances and facilities as are necessary
 Recording Date: October 19, 1984
[Recording No.:](#) [8410190780](#)
 Affects: An easement 5 feet wide located 2.5 Feet on and along either side of an underground natural gas line as installed on the following described parcel of Land: Lot 37 and the West 70 feet of Lots 38 and 45, Lakemont According to the Unrecorded Plat Thereof; being portions of Parcels 4 and 6.

14. 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 Washington Corporation
 Purpose: Electric Transmission Line
 Recording Date: February 8, 1985
[Recording No.:](#) [8502080567](#)
 Affects: A right of way 10 feet in width having 5 feet of such width on each side of a centerline described as follows: Beginning at a point on the Northerly side of State Road No. 2, said point being 75 feet West of the East Line of Said Tract; thence Northeasterly in a straight line 130 feet; thence North parallel with the East property line thereof 370 feet to the terminus of said centerline description, (being a portion of Parcel 4)

15. Release of Damage Agreement and the terms and conditions thereof:

Executed by: City of Mercer Island
 And: Covenant Shores
 Recording Date: February 21, 1985
[Recording No.:](#) [8502210613](#)
 Regarding: Releasing the City of Mercer Island from all future claims for damages resulting from connection of residential structures to the water supply system along North Mercer Way

Said instrument does not contain a legal description and only mentions North Mercer Way

16. Agreement and the terms and conditions thereof:

Between: State of Washington, Department of Natural Resources
 And: Covenant Shores
 Recording Date: September 11, 1985
[Recording No.:](#) [8509110899](#)
 Regarding: Structures which extend beyond the existing line, the setterof the Inner Harbor Line and conditional use of the Beds of Lake Washington
 Affects: Parcels 4 and 5

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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: City of Mercer Island
 Purpose: Water pipeline
 Recording Date: October 30, 1985
[Recording No.:](#) [8510300965](#)
 Affects: A 20 foot strip over parcels 4, 5 and 6, to the record of which reference is hereby made for full particulars

18. 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 Washington Corporation
 Purpose: Underground Electric Transmission and/or distribution system
 Recording Date: November 26, 1990
[Recording No.:](#) [9011260874](#)
 Affects: As constructed over Parcel 6

Contains covenant prohibiting structures over said easement or other activities which might endanger the underground system.

Said easement is a re-recording of easement recorded under [recording number 9006040811](#)

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

Granted to: Washington Natural Gas Company
 Purpose: Gas pipeline or pipelines
 Recording Date: June 10, 1991
[Recording No.:](#) [9106100167](#)
 Affects: As constructed over parcel 4

20. Terms and conditions of license to enter property:

Granted to: City of Mercer Island
 Recorded: June 18, 1992
[Recording No.:](#) [9206181122](#)

21. Indemnification and Covenant for Geologically Hazardous Areas, and the terms and conditions thereof:

Recording Date: March 13, 2002
[Recording No.:](#) [20020313002299](#)

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SCHEDULE B, PART II - Exceptions

(continued)

22. Encroachment License Agreement and the terms and conditions thereof:

Recording Date: July 11, 2002
[Recording No.:](#) [20020711000004](#)

23. Indemnification and Hold Harmless Agreement and Covenant Not to Sue and the terms and conditions thereof:

Recording Date: September 2, 2004
[Recording No.:](#) [20040902000401](#)

24. Release of Damage Agreement and the terms and conditions thereof:

Between: Covenant Retirement Communities West, a California not for profit corporation
 And: City of Mercer Island
 Recording Date: January 27, 2004
[Recording No.:](#) [20041217000559](#)
 Regarding: Releasing the City of Mercer Island from all future claims for damages resulting from construction work in geologically hazardous area(s)

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

Granted to: City of Mercer Island
 Purpose: Storm water drainage facilities with necessary appurtenances
 Recording Date: August 9, 2006
[Recording No.:](#) [20060809001964](#)
 Affects: Portion of said premises as described and delineated therein

26. Encroachment License Agreement and the terms and conditions thereof:

Recording Date: August 9, 2006
[Recording No.:](#) [20060809001753](#)

27. Agreement and the terms and conditions thereof:

Executed by: Covenant Shores
 And: Comcast of Washington IV Inc.
 Recording Date: May 18, 2010
[Recording No.:](#) [20100518001247](#)
 Regarding: Broadband communications system with rights and easements related thereto

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SCHEDULE B, PART II - Exceptions

(continued)

28. Matters disclosed by survey recorded under [recording number 8612169026](#) and survey prepared by John Herbert Miller, L.S. dated July 1986 Job #80-130, as follows:
- A) Storm Drain per R W Jones shown at 2 locations on Sheet 2 and in 1 location on Sheet 3.
 - B) Fence and driveway encroachment along Northwest Property Line
29. Matters disclosed by survey by Triad Associates dated May 12, 2004, Job No. 00-328, as follows:
- A) encroachment of concrete slab area and fence onto the Northwesterly portion of the subject property; and
 - B) existing buildings encroach upon roadway, sewer disposal facilities & wells easement shown as exception 3.
30. Question of location of lateral boundaries of said second class tidelands or shorelands.
31. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.
32. Paramount rights and easements in favor of the United States for commerce, Navigation, fisheries and the production of power.
33. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- | | |
|--------------------------------|----------------------------------|
| Year: | 2025 |
| Tax Account No.: | 072405-9016-03 |
| Levy Code: | 1031 |
| Assessed Value-Land: | \$26,526,300.00 |
| Assessed Value-Improvements: | \$37,168,900.00 |
|
General and Special Taxes: | |
| Billed: | \$416,834.01 |
| Paid: | \$208,417.01 |
| Unpaid: | \$208,417.00 |
|
Affects: | |
| | Taxable portion of said premises |

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SCHEDULE B, PART II - Exceptions

(continued)

34. 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.: 072405-9016-94
 Levy Code: 103
 Assessed Value-Land: \$0.00
 Assessed Value-Improvements: \$0.00

Affects: Exempt portion of said premises

35. A master trust indenture by and among M & I First National Bank, a National Banking Association (The "Trustee") and Covenant Retirement Communities, Inc., Covenant Benevolent Institutions, Covenant Village of Florida, Inc., Covenant Care Center, Inc., Covenant Retirement Communities of Minnesota, Inc., Bethany Covenant Home, Ebenezer Covenant Home, Colonial Acres Home, Inc., Covenant Home (Illinois), the Holmstad, Inc., Covenant Retirement Communities West (the "Obligated Issuers") dated August 01, 1986, recorded August 01, 1986 by instrument recorded under [recording number 8608010414](#).

Affects: includes other property

36. Mortgage and the terms and conditions thereof:

Mortgagor: Covenant Health Care Center, Inc., Covenant Retirement Communities West, Ebenezer Covenant Home, Covenant Home, Inc. (Connecticut), Bethany Covenant Home, Covenant Village of Florida, Inc., The Holmstad, Inc., Covenant Retirement Communities, in., Colonial Acres Home, Inc., Covenant Benevolent Institutions, Covenant Care Center, Inc., Covenant Retirement Communities of Minnesota, Inc., and Covenant Home (Illinois).

Mortgagee: M & I First National Bank, West Bend, Wisconsin, a National Association
 Amount: \$11,800,000.00
 Dated: August 01, 1986
 Recorded: August 01, 1986
 Recording number: [8608010415](#)

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Said Mortgage has been amended by instruments recorded under recording numbers [8610161018](#), [9212290524](#), [9301260944](#), [9508020757](#), [9801290424](#), [19991117001260](#), [19991117001261](#), [20011120000725](#), [20021113001254](#), [20030505002020](#), [20040517002217](#), [20050826001139](#), [20060522001159](#) and [20111213000907](#) as amendments numbers 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14, 15, 16 and 17, respectively, and amended by unrecorded amendments dated September 1, 1986, November 1, 1995, January 1 1998, August 1, 2002 and November 1, 2002 as amendments numbers 1, 6, 7, 11 and 12, Respectively.

The Mortgagee's interest is now held by the Bank of New York Trust Company, N.A., as Successor Master Trustee to Marshall & Isley Trust Company

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SCHEDULE B, PART II - Exceptions

(continued)

37. Assignment of rents and/or leases and the terms and conditions thereof:

Assignor: Covenant Retirement Communities West
 Assignee: M&I First National Bank, West Bend, Wisconsin, a National Banking Association
 Dated: September 01, 1986
 Recorded: September 02, 1986
Recording number: [8609021004](#)

38. Assignment of leases and rents given for security and the terms and conditions thereof:

Assignor: Covenant Retirement Communities West
 Assignee: M & I First National Bank, West Bend, Wisconsin
 Dated: December 1, 1992
 Recorded: December 29, 1992
Recording number: [9212290525](#)

39. Assignment of rents and/or leases and the terms and conditions thereof:

Assignor: Covenant Retirement Communities West, a California Corporation
 assignee: The Bank of New York Trust Company N.A., as successor Master Trustee, a National Banking Association
 Dated: August 15, 2005
 Recorded: August 26, 2005
Recording number: [20050826001140](#)

40. Deed of Trust and assignment of rents and/or leases, and the terms and conditions thereof:

Grantor: Covenant Retirement Communities West, a California Nonprofit Public Benefit Corporation
 Trustee: Fidelity National Title Company
 Beneficiary: The Bank of New York Mellon Trust Company, N.A.
 Amount: \$ (See Document)
 Dated: September 1, 2012
 Recorded: September 19, 2012
Recording number: [20120919001146](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Said deed of trust has also been modified by instruments recorded under recording numbers [20130802001343](#), [20150414001073](#), [20150414001074](#), [20150414001075](#), [20170201000741](#), [20181108000601](#), [20191022000775](#), [20201030001136](#), [20220210001253](#), [20240625000319](#), [20241002000387](#) and [20250410000449](#).

The following exceptions affect Parcel B:

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SCHEDULE B, PART II - Exceptions

(continued)

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

Purpose: Road
 Recording Date: December 22, 1943
[Recording No.:](#) [3356246](#)
 Affects: Portion of said premises as described therein

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

Purpose: Road
[Recording No.:](#) [3406932](#)
 Affects: Portion of said premises as described therein

43. Condemnation by the State of Washington of rights of access to state highway and of light, view and air by decree entered November 19, 1982 under King County Superior Court Cause Number 79-2-03200-0.

44. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Covenant Shores/Gates Lot Line Revision MI-89-03-04 (C-5):

[Recording No:](#) [8905119011](#)

45. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Gates Lot Line Revision City of Mercer Island LLA No. 92-1322:

[Recording No:](#) [9209179001](#)

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

Granted to: Washington Natural Gas Company
 Purpose: Gas pipeline or pipelines and appurtenances
 Recording Date: September 16, 1994
[Recording No.:](#) [9409160157](#)
 Affects: Portion of said premises as described therein

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SCHEDULE B, PART II - Exceptions

(continued)

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

Granted to: Puget Sound Power and Light Company
 Purpose: Underground electric transmission and/or distribution systems and appurtenances
 Recording Date: October 20, 1994
[Recording No.:](#) [9410201244](#)
 Affects: Portion of said premises as described therein

48. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Plat of Carrigan Court:

[Recording No.:](#) [9503090896](#), Volume 172 of Plats, pages 86 through 89

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

Recording Date: March 9, 1995
[Recording No.:](#) [9503090897](#)

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

Recording Date: September 19, 2005
[Recording No.:](#) [20050919000501](#)

50. Provisions contained in the articles of incorporation and bylaws of Carrigan Court Homeowners Association, including any liability to assessment lien.

51. Matters contained in that certain document:

Entitled: Reciprocal Easement Agreement
 Executed by: Laurence L. Lahey and Helen C. Lahey, husband and wife
 And: The Swanson-Dean/Daewoo Partnership
 Recording Date: March 9, 1995
[Recording No.:](#) [9503090898](#)

Reference is hereby made to said document for full particulars.

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SCHEDULE B, PART II - Exceptions

(continued)

52. Agreement, including the terms and provisions thereof:

Recording Date: March 24, 1997
Recording No.: [9703240679](#)

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

Year: 2025
 Tax Account No.: 140285-0050-09
 Levy Code: 1031
 Assessed Value-Land: \$1,237,000.00
 Assessed Value-Improvements: \$1,147,000.00

General and Special Taxes:
 Billed: \$15,619.79
 Paid: \$7,809.90
 Unpaid: \$7,809.89

54. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

The following exceptions affect Parcels C and D:

55. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Owners
 Purpose: Road
 Recording Date: February 10, 1930
Recording No.: [2586482](#)
 Affects: Portion of said premises and other property as described therein

56. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Covenant Shores/Gates Lot Line Revision MI-89-03-04 (C-5):

Recording No: [8905119011](#)

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SCHEDULE B, PART II - Exceptions

(continued)

57. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Gates Lot Line Revision City of Mercer Island LLA No. 92-1322:

[Recording No:](#) [9209179001](#)

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

Grantor: Mildred M. Gates, an unmarried person, as her separate estate, as to an undivided 60% interest, and
 Grantee: Covenant Shores Retirement Community
 Recording Date: December 31, 1992
[Recording No.:](#) [9212310658](#)
 Affects: Parcel D

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

“Addendum 1: Lot A-1 Purpose and use: Lot A-1 of the Gates Lot Line Revision, adjoining Covenant Shores, is reserved as a private greenbelt of natural open space. It is to be preserved in a natural state and its only use is to be for passive recreation, with walking paths through. Improvements and maintenance are the responsibility of the property owner, recorded on September 17, 1992 in King County 9209179001, Volume 89, page 93.

Addendum 2: If in the future and in the event that Covenant Shores Retirement Community is no longer owned by Covenant Shores Retirement Community its present site, the ownership of this greenbelt property reverts to the Mercer Island Open Space Conservancy Trust created by B-93 on February 10, 1992 by the City of Mercer Island, Washington.”

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

Granted to: Washington Natural Gas Company, a Washington corporation
 Purpose: Gas pipeline or pipelines
 Recording Date: May 31, 1995
[Recording No.:](#) [9505311290](#)
 Affects: Portion of said premises as described therein

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

Granted to: Comcast of Washington, IV, Inc.
 Purpose: Broadband communications services and appurtenances
 Recording Date: May 18, 2010
[Recording No.:](#) [20100518001247](#)
 Affects: Portion of Parcel D and other property as described therein

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SCHEDULE B, PART II - Exceptions

(continued)

61. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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: 2007061490001](#)

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

Year: 2025
 Tax Account No.: 413930-0225-09
 Levy Code: 1031
 Assessed Value-Land: \$1,345,000.00
 Assessed Value-Improvements: \$313,000.00

General and Special Taxes:

Billed: \$10,869.00
 Paid: \$5,434.50
 Unpaid: \$5,434.50

Affects: Parcel C

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

Year: 2025
 Tax Account No.: 413930-0230-02
 Levy Code: 1031
 Assessed Value-Land: \$370,100.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$2,441.12
 Paid: \$1,220.56
 Unpaid: \$1,220.56

Affects: Parcel D

64. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

The following exceptions affect all parcels:

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SCHEDULE B, PART II - Exceptions

(continued)

65. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.

Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

* A map showing sewer service area boundaries and incorporated areas can be found at: <http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

66. 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. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED**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, 2025

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);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); 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 these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

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 affiliated or 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 affiliated or nonaffiliated third parties 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 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

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.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

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 (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: aginqueries@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 additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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.

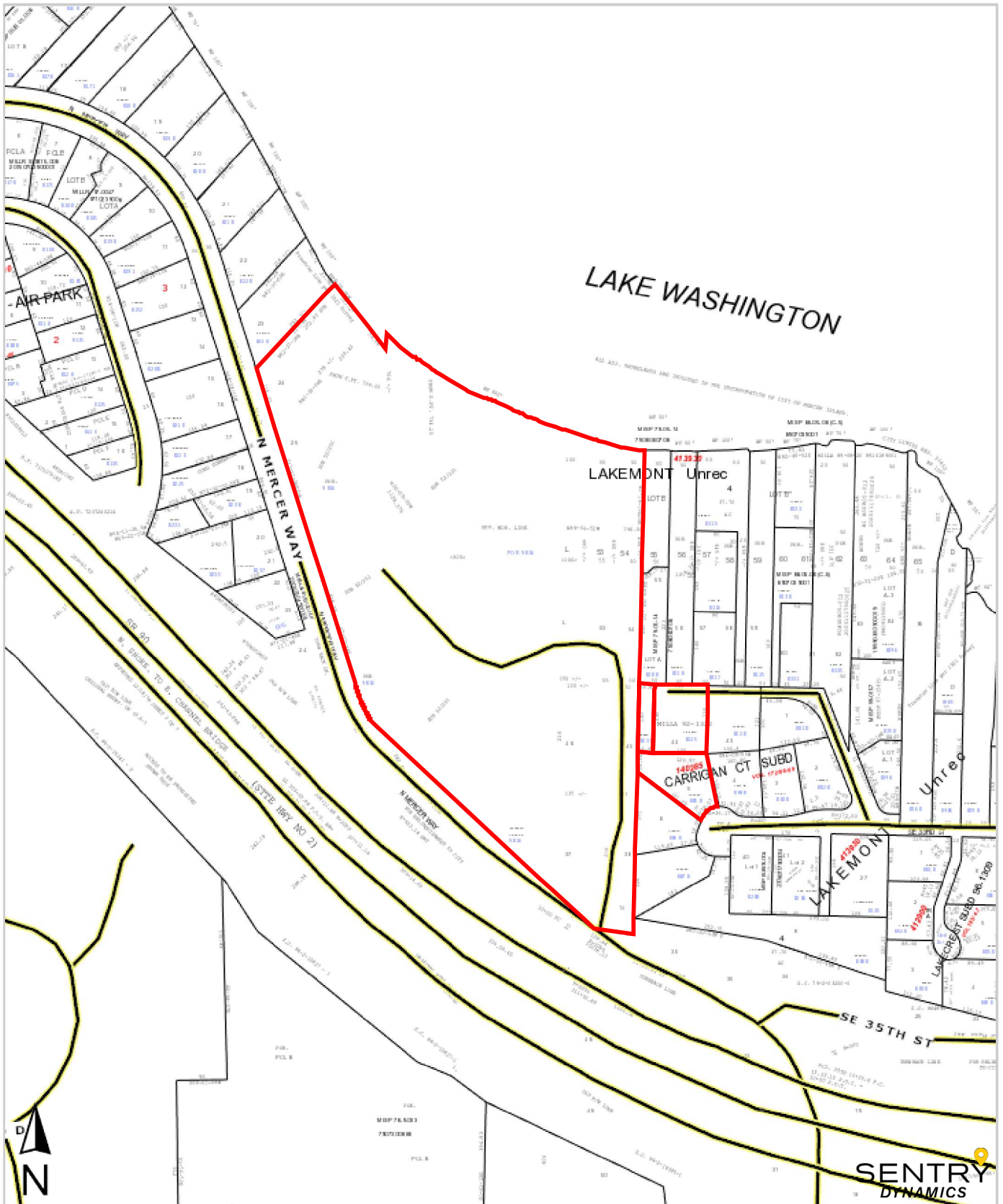
Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.