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07/19/2019

## COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

### 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 EXTRACONTRACTUAL 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, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

*Brenda McLaughlin*

Authorized Countersignature

Rainier Title, LLC  
Company Name

Everett, WA  
City, State

**Fidelity National Title Insurance Company**

By

*Gregory M. ...*

ATTEST

President

*[Signature]*

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; 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 shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

*Issued by:*

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE OF  
RAINIER TITLE  
2722 Colby Ave; Suite 125, Everett, WA 98201**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**  
ISSUED BY RAINIER TITLE AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Rainier Title, LLC

ALTA Universal ID: 1114318

**File Number: 755988RT**

Property Address: 200 Beach Place, Unit 101, Edmonds, WA 98020

Revision Number:

The Title Team  
2722 Colby Avenue, Suite 125  
Everett, WA 98201  
Toll Free: (888) 929-1999  
Snohomish: (425) 551-5501  
Fax: (425) 339-2491  
Email: [thetitleteam@rainiertitle.com](mailto:thetitleteam@rainiertitle.com)

SCHEDULE A

1. Commitment Date: May 14, 2019
2. Policy or Policies to be issued:

ALTA Homeowner's Policy (12/02/13)	Amount:	To Be Determined
Rate: CW Homeowners	Premium:	To Be Determined
Discount: None	Sales Tax:	To Be Determined

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

ALTA Extended Coverage Loan Policy (06/2006)	Amount:	To Be Determined
Rate: CW Loan Extended	Premium:	To Be Determined
Discount: None	Sales Tax:	To Be Determined

**Proposed Insured:** Lender with contractual obligations under a loan agreement with the vested owner identified below at Item 4 or a purchaser

3. The estate or interest in the Land described or referred to in this Commitment is:  
FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
  
Molly Ann Smith, as a separate estate
5. The Land is described as follows: See attached Exhibit A

Brenda McCoy,  
Executive Vice President of Title

By:

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Agent Signature  
Agent Number: 140758.1.81.47

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*Schedule A – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*





**ALTA COMMITMENT FOR TITLE INSURANCE  
COMMITMENT - EXHIBIT A**  
ISSUED BY RAINIER TITLE AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**File No.: 755988RT**

**EXHIBIT 'A'**

Unit 101, Ebb Tide, a condominium, and use of limited common elements, if any, recorded in Volume 44 of Condominiums, pages 175 through 181, inclusive, and any amendments thereto, according to the Declaration thereof recorded under Snohomish County Recording No. 8310200190, and any amendments thereto.  
Including therewith limited common element Parking Space No. 10;  
Including therewith limited common element Storage Space No. 16;

Situate in the County of Snohomish, State of Washington.

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*Exhibit A – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART I  
ISSUED BY RAINIER TITLE AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**File No.: 755988RT**

**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. Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

First page or cover sheet:

3" top margin containing nothing except the returned 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 name 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 separate page. All notary and other pressure seal must be smudged for visibility. Font size of 8 points or larger.

**END OF SCHEDULE B PART I**

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*Schedule B-I-Requirements – ALTA® Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*





**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**  
ISSUED BY RAINIER TITLE, AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**File No.: 755988RT**

**General Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. 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.
- B. Defects, liens, encumbrances, adverse claims or other matters, if any, create, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

**Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)–Standard Coverage and ALTA Loan Policy (6/17/06)–Standard Coverage:**

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**  
ISSUED BY RAINIER TITLE, AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 755988RT

**General Exceptions Continued**

**Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Extended Coverage:**

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
4. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

**Schedule B Exceptions appearing in ALTA Loan Policy (6/17/06) and ALTA Homeowner's Policy Of Title Insurance (12/02/13)**

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**  
ISSUED BY RAINIER TITLE AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 755988RT

**Special Exceptions:**

1. Payment of real estate excise tax, if required, pursuant to the authority of RCW Chapter 82.45, and subsequent amendments thereto.

The property described herein is situated within the boundaries of local taxing authority of the City of Edmonds. As of the effective date herein, the real estate excise tax rate is 1.78%.

2. General taxes and charges: 1st half delinquent May 1, if not paid; 2nd half delinquent November 1, if not paid.

Year:	2019
Amount billed:	\$7,912.35
Amount paid:	\$3,956.16
Amount unpaid:	\$3,956.17
Tax Account No.:	00-7245-001-101-00

Levy code:	00210
Use Code:	143
Assessed value of land:	\$350,000.00
Assessed value of improvements:	\$502,700.00

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:  
Molly Ann Smith  
745 Bellevue Avenue E. #201  
Seattle, WA 98102

3. The matters relating to the questions of survey, rights of parties in possession, and unrecorded liens for labor and material have been cleared for the loan policy which, when issued, will contain the ALTA 9.3-06 Endorsement.
4. The legal description in this commitment is based upon information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company, prior to closing, if the description does not conform to their expectations.
5. Pending action in Snohomish County:  
Superior Court Cause No.: 17-2-09476-31  
Plaintiff: City of Edmonds, a Washington municipal corporation  
Defendant: Association of Apartment Owners of The Edmonds Ebb Tide, an "association" under the Condominium Act  
Attorney for Plaintiff: Jeffrey Burton Taraday

Lis Pendens has been recorded:  
Recorded: September 27, 2017  
Recording No.: [201709270430](#)

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6. We find no pertinent matters of record against the name(s) of the vested owners.
7. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [200609110386](#).

8. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (Homestead Statute), if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse, individually, or by an attorney-in-fact. In the event the Company receives instruments that are not joined by the non-owning spouse with possible homestead rights, the Company may be unable to record or to insure the transaction.
9. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

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

10. The name of the proposed insured lender was not furnished in the application for title insurance.

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

11. Easement and the terms and conditions thereof:

Purpose: Sewer  
Area affected: a portion of common area  
Recorded: March 30, 1956  
Recording No.: [1185611](#)

12. Easement and the terms and conditions thereof:

Purpose: Sewer line  
Area affected: a portion of common area  
Recorded: October 4, 1965  
Recording No.: [1814508](#)

13. Easement and the terms and conditions thereof:

Purpose: Sewer line  
Area affected: a portion of common area  
Recorded: October 4, 1965  
Recording No.: [1814509](#)

14. Provisions set forth on the Condominium Survey Map and Plans and amendments thereto, recorded October 20, 1983 under Recording No. [8310205002](#).

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15. Regulations and requirements provided for in that certain "Declaration":  
Recorded: October 20, 1983  
Snohomish County Recording No.: [8310200190](#)  
Including, but not limited to, assessments levied by the Homeowner's Association.

Regulations and requirements of Chapter 64.32 of Revised Code of Washington, designated at the "Horizontal Property Regimes Act (Condominiums)" and amendments thereto, other than those pertaining to the actual valid creation of the condominium itself, which the Company does insure now exists.

And amendments thereto:

Recording No(s): [8312300214](#), [8405020138](#), [8408220135](#), [8412110249](#),  
[9608060093](#), [200906240087](#), [201209070255](#) and [201811020128](#)

16. The Company calls attention to provisions contained in the Washington Condominium Act (RCW 64) and Senate Bill 6175 Washington Uniform Common Interest Ownership Act requiring delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".
17. Easement and the terms and conditions thereof:  
Grantee: City of Edmonds, a municipal corporation  
Purpose: Right of way easement for public access  
Area affected: a portion of common area  
Recorded: November 7, 1983  
Recording No.: [8311070085](#)
18. Easement and the terms and conditions thereof:  
Grantee: TCI Edmonds, LLC  
Purpose: MDU Broadband Services  
Area affected: a portion of common area  
Recorded: July 5, 2001  
Recording No.: [200107050040](#)
19. Easement and the terms and conditions thereof:  
Grantee: City of Edmonds, a municipal corporation  
Purpose: Sewer pipeline and necessary appurtenances  
Area affected: a portion of common area  
Recorded: March 8, 2013  
Recording No.: [201303080128](#)
20. Easement and the terms and conditions thereof:  
Grantee: Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest Inc.  
Purpose: Electric transmission and/or distribution line(s)  
Area affected: a portion of common area  
Recorded: October 7, 2014  
Recording No.: [201410070731](#)

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21. Easement and the terms and conditions thereof:  
Grantee: Comcast Cable Communications Management, LLC  
Purpose: Broadband communications system  
Area affected: a portion of common area  
Recorded: October 25, 2017  
Recording No.: [201710250091](#)

**End of Special Exceptions**

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED  
ISSUED BY RAINIER TITLE AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**File No.: 755988RT**

**Schedule B Part II Continued**

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intention of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provide solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Rainier Title, LLC/Commonwealth Land Title Insurance Company, assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice
- D. Abbreviated Legal Description: Unit 101, Ebb Tide Condo
- E. Property Address 200 Beach Place, Unit 101, Edmonds, WA 98020
- F. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- G. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing [thetitleteam@rainiertitle.com](mailto:thetitleteam@rainiertitle.com). A hard copy version may be issued upon request.
- H. Notice: Please be aware that due to the conflict between federal and state laws concerning 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

*This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED**  
ISSUED BY RAINIER TITLE AGENT FOR  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**RECORDING**

We electronically record our files with the county. Please make excise tax checks payable to Rainier Title. Recording packages received with excise payable to the county will not be recorded the same day and will be walked on the following business day if released after the hard recording times below.

Documents for Snohomish County should be delivered to our Everett office at 2722 Colby Avenue, Suite 125, Everett, WA 98201.

Documents for King County should be delivered to our Seattle office at 1501 4<sup>th</sup> Avenue, Suite 301, Seattle, WA 98101.

Documents for Pierce County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Documents for Thurston County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

**Last Release Times:**

	<b>E-Record</b>	<b>Hard Record</b>
King :	3:30pm	1:30pm
Pierce:	3:45pm	2:00pm
Snohomish:	3:30 pm Mon. - Thurs., 2:30 pm Fri.	2:00pm Mon. – Thurs., 1:00pm on Friday
Thurston:	4:00pm for Deeds of Trust only	12:00pm

Recording Fees charged by the county will be billed as follows:

Deeds of Trust: \$100.00 for the first page and \$1.00 for each additional page.

Deeds: \$99.00 for the first page and \$1.00 for each additional page.

Please add \$4.50 per document for electronic recording.

Pierce County also charges an extra \$0.50 banking fee on excise E-Recording transactions. Please include this fee in your excise check.

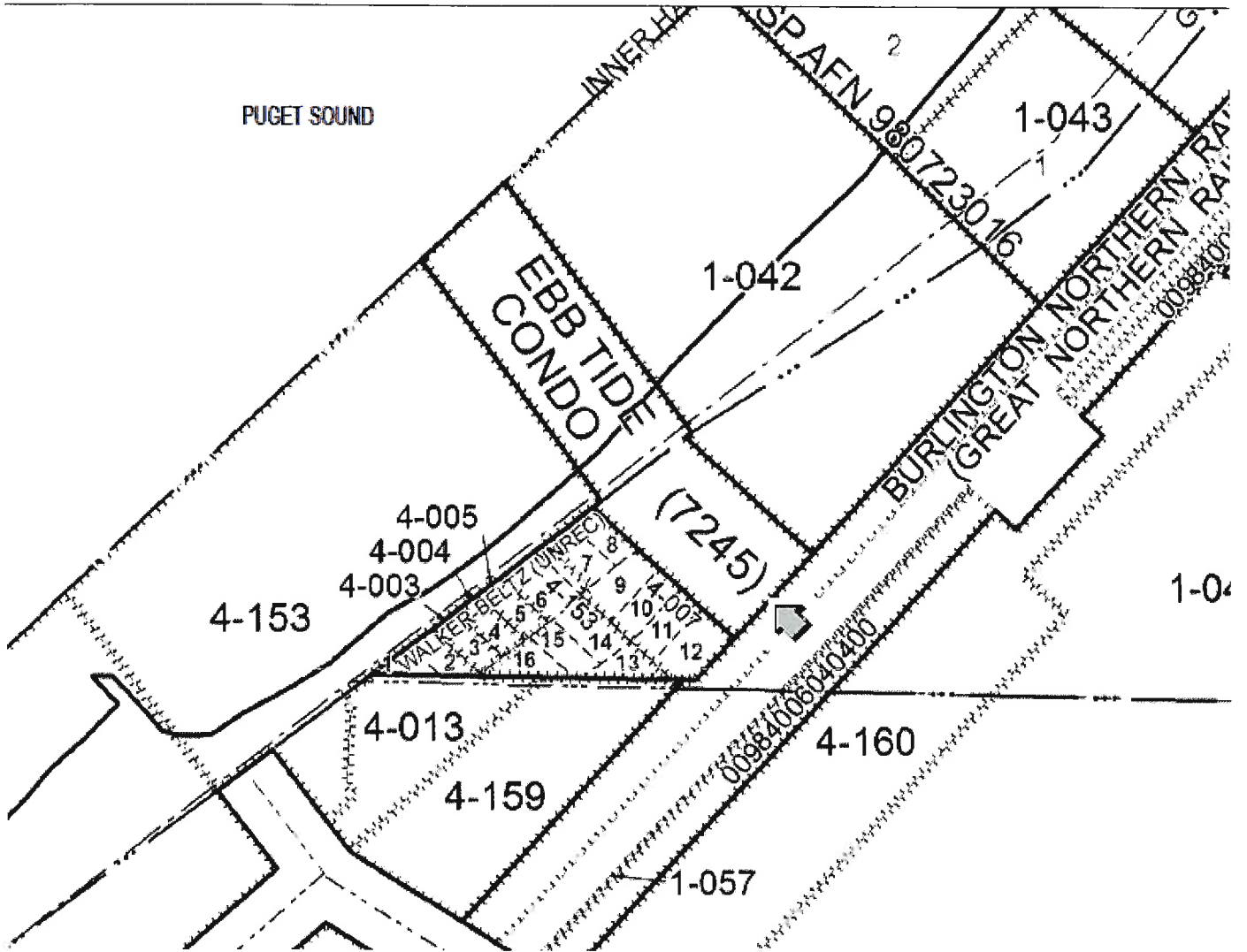
\$1.00 return mail fee for Snohomish County documents that are hard recorded.

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File Number: 755988RT



This sketch is provided without charge, for your information. It is not intended to show all matters related to the property including, but not limited to: area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the commitment/policy to which it is attached. The Company assumes **NO LIABILITY** for any matter related to this sketch. Reference should be made to an accurate survey for further information.

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## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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.

### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**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, and other government ID numbers);
- financial account information; (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect 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 mobile device:

- Internet Protocol (or IP) address or 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.

### **How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates or or others; and
- information we receive from consumer reporting agencies and/or government entities, either directly from these entities or through others.

### **How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. 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, trouble shooting, 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 other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to 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 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 a 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.

Please see “**Choice With Your Information**” to learn the disclosures you can retract.

### **Security of Your Information**

We maintain physical, electronic and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in the compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are meant for adults and 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 for any of the purposes described in this Privacy Notice. 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 (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) 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 revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

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